



CITY OF RAPID CITY

RAPID CITY, SOUTH DAKOTA 57701-5035

Community Planning and Development Services
300 Sixth Street
605-394-4120 • Fax 605-394-6636


Brad Solon, Division Manager, Building Services
Community Planning and Development Services
City web: www.rcgov.org

Phone: 605-394-4120
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e-mail: brad.solon@rcgov.org

MEMORANDUM

DATE: August 6, 2014

TO: Rapid City Building Code Board of Appeals

FROM: Brad Solon, Division Manager, Building Services 

SUBJECT: Appeal from Denise Ross and David Larson, 3210 Kirkwood Lane, Rapid City, SD

Denise Ross and David Larson filed a complaint and requested that the contractor license for James S Steele Construction be revoked. Staff denied the request. The determination to deny the request has been appealed to the Rapid City Building Board. The reasons for the denial are outlined in the May 30, 2014 letter to Ms. Ross and Mr. Larson, which has been provided with your material for review in this matter.

As you are aware, construction work was done at Kirkwood Lane in 2013 by James S Steele Construction that included re-roofing and replacement of windows in the roof. Last fall in 2013 the Board heard the complaint from Ross/Larson that stated the re-roofing was incorrect and that a permit was needed for the construction work. The Board ruled that the flashing was incorrect, the second layer of felt paper was incorrect and the overdriven and crooked nails were incorrect. The Board ruled that a permit was not needed for the skylight framing/installation in the roof.

Staff did not view the flashing, the felt paper and the nails. Staff is not in a position to suspend or revoke the license. However, the Board can affirm the determination to not suspend or revoke the license, or reverse the decision and elect to suspend or revoke the license.

Staff Recommendation: The Board may affirm the determination to not suspend or revoke the license, or reverse the decision and elect to suspend or revoke the license. Staff does not recommend suspension or revocation of the license. However, if the Board chooses to make a determination in favor of the appellant, staff recommends suspension.



EQUAL OPPORTUNITY EMPLOYER

Denise Ross & David Larson
3210 Kirkwood Drive
Rapid City, SD, 57702

*Handed to me on
May 7, Wednesday*

April 28, 2014

Brad Solon, Building Official
City of Rapid City
300 6th St.
Rapid City, SD, 57701

Dear Mr. Solon,

We are writing regarding the Building Board of Appeals findings at its November 12, 2013, meeting that James Steele Construction violated Rapid City ordinance and code when roof work was performed on our home at 3210 Kirkwood Drive.

I believe you are familiar with the case, so I won't repeat many of the details.

In following up with the city attorney's office and the mayor regarding any process going forward, I have been advised that I should inform you that James Steele Construction has not done anything to correct the items found to be in violation of ordinance and code – overdriven nails and the old felt and flashing that were not removed.

Assistant City Attorney Allison Marsland said she understood that Jim Steele had offered to repair our roof and that we had refused to allow him to perform the work. If this is what Mr. Steele told you, it is completely untrue.

We have had no direct contact with Mr. Steele since the November 12 Building Board meeting. Our attorneys have been in minimal contact regarding a lawsuit Mr. Steele has filed against us seeking full payment for the work found defective by the Building Board.

Ms. Marsland wrote to us saying that we could make a complaint against Mr. Steele and his contractor's license, as you have the discretion to suspend or revoke that license. (And any such action against a contractor's license is the only remedy available to enforce the Building Board's decision.) You were cc'd on this letter.

We are writing to make such a complaint.

We also would file a complaint against Mr. Steele's son, Jamie Steele, as he was in charge of the work on site during our job after the first day.

On the evening of the first day of the job, James Steele was admitted to the hospital, and it was Jamie Steele with whom we discussed our concerns and dissatisfaction of the work being performed.

Please let us know if this letter is sufficient to proceed with complaints or if there are further steps we would need to take.

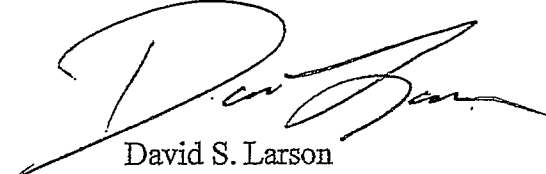
We can be reached at (605) 430-0681 (Denise) or (605) 430-0403 (Dave) or rossd@rushmore.com or dlarson@rushmore.com.

Thank you for your attention to this matter.

Regards,



Denise Ross



David S. Larson

CC: Allison Marsland
Mayor Sam Kooiker
Jeffrey Fransen, esquire

P.S. We apologize for the weeks it took to respond to the city's letter. We were out of town on vacation when your letter arrived, and we have been out of town every weekend since in addition to other family and work obligations.



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May 30, 2014

Denise Ross and David Larson
3210 Kirkwood Ln
Rapid City, SD 57702

Re: 3210 Kirkwood Lane Inquiry, Rapid City, SD

Dear Ms. Ross and Mr. Larson,

For the reasons provided in this letter, the City of Rapid City is not currently in a position to revoke or suspend the licenses of James Steele Construction, James Steele, or Jaime Steele. By way of information, Jaime Steele is currently the primary license holder, and James Steele is currently listed as the secondary license holder.

Rapid City Municipal Code section 15.04.140 governs contractor licenses. A copy of the ordinance is enclosed for your convenience. Paragraph U. grants my office the authority to suspend, revoke, or refuse to renew a contractor license under certain circumstances. Within my discretion, I may suspend, revoke, or refuse to renew where doing so would be in the public's interest, and the evidence supports code violations, or failure to follow a lawful order, etc.

As you've rightly identified, the Building Board of Appeals determined that James Steele Construction violated City ordinance when it re-roofed your house located at 3210 Kirkwood Lane. Specifically, the Board found that the flashing should have been replaced, that the felt should have been replaced, and that there were overdriven nails.



EQUAL HOUSING
OPPORTUNITY

EQUAL OPPORTUNITY EMPLOYER

While ordinance violations were found to have occurred, the violations at issue do not rise to the level of creating concern for the public's interest regarding the licensees at issue. Examples of code violations that would rise to the level of creating a public interest concern include violations that resulted in life safety issues, or violations that resulted in significant property damage.

Turning to the current state of the code violations identified by the Board, in reading your April 28, 2014 letter it appears the corrections have yet to be made. Because the non-correction is due to the on-going civil dispute between you and James Steele Construction, it is not appropriate for the City to suspend or revoke any of the contractor licenses for non-correction.

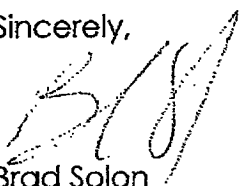
The un-corrected state of the code violations does not rise to the level of creating concern for the public's interest regarding the licensees at issue.

For the foregoing reasons, the licenses of James Steele Construction, James Steele, and Jaime Steele will not be suspended or revoked.

Appeal of this determination may be made by filing a written appeal along with the \$250 filing fee to the Building Official within twenty-two (22) days of the date of this letter. Failure by any person to appeal this determination within that time period shall constitute a waiver of right to an administrative hearing.

Please contact me if you have any questions.

Sincerely,



Brad Solon
Division Manager
Building Services

Enclosure

cc w/enc.: Allison Marsland, Assistant City Attorney
James Steele Construction

15.04.140 Contractor licenses.

A. It shall be unlawful for any person to engage in any of the trades, business or occupations enumerated below in the city, or in any construction work pursuant to such trades, businesses or occupations in the city, without having first obtained a license from the city for the work authorized by such license.

B. General building contractor licenses are available for the following classes:

1. Class A, for construction of any and all types of structures;
2. Class B, for construction of detached single-family houses, attached single-family houses, and 2-family dwellings, as defined by the U.S. Census Bureau; or
3. Class C, as follows.

C. Class C trade licenses are available for the following classes:

1. Class PC - Plumbing contractor as provided in Chapter 15.24;
2. Class P – Plumber as provided in Chapter 15.24;
3. Class PA – Plumber’s apprentice as provided in Chapter 15.24;
4. Class PW – Water softening contractor as provided in Chapter 15.24;
5. Class MC - Mechanical contractor as provided in Chapter 15.26;
6. Class MI - Mechanical installer as provided in Chapter 15.26;
7. Class MA - Mechanical apprentice as provided in Chapter 15.26;
8. Class MAS – Appliance specialist as provided in Chapter 15.26;
9. Class EC – Electrical contractor as provided in Chapter 15.16;
10. Class EM – Master electrician as provided in Chapter 15.16;
11. Class EJ – Journeyman electrician as provided in Chapter 15.16;
12. Class EB – Class B electrician as provided in Chapter 15.16;
13. Class EA – Apprentice electrician as provided in Chapter 15.16;
14. Class GC – Gas fitting contractor as provided in Chapter 15.20;
15. Class GF – Gas fitter as provided in Chapter 15.20;
16. Class GA – Gas fitting apprentice as provided in Chapter 15.20;
17. Class R - Roofing contractor; and
18. Class S - Sign contractor, defined as a proprietorship, partnership, firm or corporation who, for compensation, undertakes or offers to undertake the enlargement, alteration, repair, improvement, conversion or new construction of a sign for which a sign permit required.

D. Each applicant for every license and registration required by this title shall provide to the Community Planning and Development Services office the following information:

1. A completed application for the particular license desired available at the Community Planning and Development Services office;
2. A copy of the applicant's South Dakota excise tax license, as applicable;
3. The applicant's address and phone number;
4. If available, the name, address, phone number, and email of an agent residing in South Dakota;
5. For firms required to file organizing or incorporating documents with the Secretary of State, proof that it is a validly existing legal entity authorized to transact business in South Dakota;
6. Payment of the application fee as set by resolution of the Common Council; and
7. If applicable, a copy of any equivalent state license.

E. Each applicant for a general building contractor license, that is a firm and not a natural person, shall designate on the application at least 1 license holder who shall sit for the required examination, if applicable.

1. If the applicant is a firm, it may designate an officer or employee of the firm as license holder. A *FIRM* under this section is defined as a partnership, limited partnership, limited liability partnership, limited liability limited partnership, limited liability company, corporation or other legal entity.

2. An applicant may designate multiple license holders, all of whom, upon successful completion of the examination, shall be listed on the license issued to the contractor.

F. The Building Official shall have the right to require of an applicant proof of ability to perform satisfactorily in the business, trade or occupation for which the license or registration is applied for. Such proof of ability may be required to be evidenced in a fair and impartial manner by approved tests or by certification. Grandfathering of existing commercial contractors shall end 90 days from the effective date of this chapter. Any commercial contractors having obtained three commercial building permits in the past 36 months may be automatically licensed without the need for testing or certification. In some instances the Building Official, at his or her discretion, may waive the requirement for 3 building permits in 36 months.

1. Before a general building contractor license may be issued, at least 1 designated license holder shall be required to pass an examination as to his or her qualifications to perform building contracting. Applicants shall pay the examination fee for each exam.

2. Before a trade license may be issued to a firm, at least 1 designated license holder shall be required to pass an examination as to his or her qualifications to supervise the particular trade. The examination shall be given under the direction of the Building Official.

3. In lieu of the examination, the Building Official may accept proof that the applicant possesses a valid current license in the relevant Class A and Class B license issued by any other governmental agency giving an examination, the scope and character of which, in the discretion of the Building Official, is at least equal to those tests given by the city.

G. Every applicant for every license shall present to the Building Official for review a valid certificate of insurance at the time of application. It shall be the duty of every licensee to continually maintain valid liability insurance. The minimum required general aggregate liability shall be \$1,000,000 with \$300,000 fire damage and \$1,000,000 each occurrence.

H. The following exceptions do not require a license:

1. Employees of a general building contractor license if they are under the supervision of a license holder.

2. A landlord personally performing work on residential property the landlord owns or manages when the landlord is acting as his or her own contractor, except work which would require a license under Chapters 15.16, 15.20, 15.24, and 15.26. A landlord may not build more than 1 single-family dwelling in a 3-year period without obtaining a contractor's license.

3. A homeowner who builds, constructs, alters, adds to or demolishes any building or structure or any portion thereof that constitutes the owner's residence or a building or structure accessory thereto that is intended for the owner's personal use. An owner may not build more than 1 single-family dwelling in a 3-year period without obtaining a contractor's license, provided he or she occupies the dwelling a minimum of 1 year after the final inspection is approved.

I. In accordance with South Dakota state law, proof of worker's compensation insurance shall be verified prior to the issuance of a license.

J. No licensee or landlord shall allow his or her name to be used by any other person directly or indirectly, either to obtain a building permit or to perform work under this code outside his or her supervision.

K. It shall be the duty of each general building contractor or trade license that is a firm to immediately notify the Building Official in writing upon the designation of a license holder or the termination or separation of a license holder listed on the contractor's license.

1. Upon the termination or separation of a designated license holder, the general building contractor license shall expire 10 business days following such separation or termination unless:

a. There is another license holder listed on its license;

b. The contractor immediately designates another license holder who has passed the examination; or

c. The license is extended as provided herein.

2. The contractor may, within 10 business days of any such termination or separation, request in writing from the Building Official an extension of its general building contractor

license, and the Building Official shall grant an extension for a period not to exceed 30 days from the date of termination or separation.

3. No contractor may be issued a new permit during the period where no license holder is listed on its general contractors license.

L. Except as provided below, all Class A, Class B and Class C licenses issued under the provisions of this chapter are valid for 3 years except where state law defines time frame. Licensees failing to renew their applications prior to expiration have a 30-day grace period during which to renew before the license lapses. Licensees who fail to renew their license by the date of expiration or within the 30-day grace period shall be required to reapply for a new license, meeting all requirements of this code including passing an examination and paying all required fees. No renewal license may be issued until the licensee has completed the requirements for continuing education. No partial payment shall be received by the Finance Office for any license or registration fee, and the Finance Office is hereby prohibited from receiving any sum less than the amount required by the terms of the provisions pertaining to the particular contractor license applied for. The amount of the license fee will be determined by resolution of the Common Council.

M. All plumbing contractor licenses, plumber licenses, plumber's apprentice licenses, and water softening contractor licenses are valid for 1 year. Renewal applications may be filed 60 days prior to expiration of the license. Licensees failing to renew their applications prior to expiration have a 60-day grace period during which to renew before the license lapses. Licensees who fail to renew their license by the date of expiration or within the 60-day grace period shall be required to reapply for a new license, meeting all requirements of this code including passing an examination and paying all required fees. No renewal license may be issued until the licensee has completed the requirements for continuing education. No partial payment shall be received by the Finance Office for any license or registration fee, and the Finance Office is hereby prohibited from receiving any sum less than the amount required by the terms of the provisions pertaining to the particular contractor license applied for. The amount of the license fee will be determined by resolution of the Common Council.

N. Upon adoption of this chapter, the Building Official will honor existing licenses until they expire, at which time the licensee must comply with all requirements of this chapter prior to obtaining a license. If, when this chapter is adopted, an individual is performing work which did not require a license prior to adoption, but for which this chapter now requires a license, any such individual has 120 days in which to obtain a license before the Building Official will consider that individual to be operating without a license in violation of this chapter.

O. Upon receipt of a license approved by the Building Official, the Finance Officer shall issue a license to the applicant.

P. Proof of continuing education hours must be submitted by the applicant at the time of any license renewal application under this chapter. The continuing education requirement for license renewal of general building contractor licenses and trade licenses is as follows:

1. Six hours per license period for general building contractor licenses, sign contractors, roofing contractors, and licenses issued under the Mechanical Code found in Chapter 15.26.

2. For licenses pursuant to the electrical code and the plumbing code, per the requirements of the State of South Dakota.

Q. The class topics for continuing education shall include, but are not limited to:

1. Requirements of the building codes;
2. Local amendments to the Rapid City Code;
3. State of South Dakota amendments; or
4. Requirements for codes for any of the trades such as electrical, plumbing, mechanical, fire alarm, fire sprinkler, fencing, concrete, signs, lawn sprinkler, right-of-way, asbestos, drywall, roofing and excavation.

R. It shall be the duty of every person receiving a license or registration pursuant to this article to exhibit any such license or registration upon request of a law enforcement officer or a duly appointed representative of the city.

S. All trades listed in § 15.04.140.C must be licensed under this section, unless an exception applies. If a subcontractor is not licensed in violation of this section, the subcontractor and any general contractor are subject to sanctions as provided in this code.

T. It shall be within the discretion of the Building Official to suspend, revoke or refuse to issue or renew the license of any person who has been doing work without a permit as required by § 15.04.150.

U. It shall be within the discretion of the Building Official to suspend, revoke, or refuse to issue or approve any general building contractor or trade license if the Building Official finds the following:

1. Suspension, revocation or refusal to renew is in the public interest; and
2. Based upon evidence presented, the applicant or licensee:
 - a. Has filed an application for a license which is incomplete in any material respect or contains one or more statements which are false or misleading;
 - b. Has engaged in any fraudulent, deceptive, or dishonest act or practice in the performance of building contracting and/or the trade;
 - c. Has violated any applicable provision of this section, the Adopted Construction Codes, Rapid City Municipal Code, or state regulation or law;
 - d. Fails to maintain the requirements of licensure, including insurance, excise tax license or current phone and address as required by this chapter;
 - e. Fails to provide copies of records in his or her possession related to a matter under review;
 - f. Fails to pay fees in a timely manner;

g. Fails to respond to a lawful order or directive of the Building Official or the Building Board of Appeals; or

h. Fails to possess a valid state license for the particular trade, if such a license is required by state law.

V. A licensee who is the subject of a review by the Building Official shall cooperate fully with the Building Official. Cooperation includes, but is not limited to:

1. Responding fully and promptly to questions raised by the Building Official;
2. Providing copies of records in the person's possession relative to the matter under review, as requested by the Building Official; and
3. Appearing at conferences or hearings scheduled by the Building Official.

SUBMITTED
BY
DENISE ROSS
&
DAVID LARSON

Presented for the Aug. 12, 2014, Rapid City Building Board of Appeals meeting

Dear Rapid City Building Board members,

We want to thank you for taking so much time understanding and hearing our case. As homeowners, we have been on a learning curve and in many ways are still learning the city's process and ordinances. We appreciate your patience if we miss something or make any mistakes in following the city's process.

As we have gone through these many months seeking a solution, we don't think there is anything we could have done differently to avoid bringing this issue before you short of hiring a different contractor or paying full price for a roof that will need to be replaced within five years. (If you feel otherwise, we welcome your input.)

We understand you might not vote in our favor but we appreciate the opportunity to be heard.

Today the question before you is whether to enforce the rulings you made in November after a lengthy and thorough hearing.

You ruled that James Steel Construction violated three different city ordinances when our home was re-roofed in March 2013. (See **Attachment 1**). No one from James Steele Construction has ever contacted us about fixing the violations, and we think it's clear they have no intentions to do so. To the contrary, they continues to seek full payment for a sub-standard job through a lien and a lawsuit as if the Building Board's November decision had never been made.

Naturally, we believe the board's decision should be backed up with some type of enforcement action. Without that, all the time and effort spent on this issue seems wasted, the city's ordinances can be ignored and we as homeowners in Rapid City remain with a faulty roof.

Enforcement Options

It appears to us that the city has some options if it chooses to enforce the Board's November ruling. In our April 28 letter to Building Official Brad Solon, we asked that the two contractor's licenses associated with James Steele Construction be suspended or revoked - the licenses of Jim Steele and his son Jamie Steele. At the time we wrote that letter, we understood that taking action against these licenses was the only enforcement tool available to the city.

Since that time, we found another tool, the General Penalty in the city ordinance (Ordinance No. 1.12.010 & **Attachment 2**) that allows for fines to be imposed. This seems like a less extreme option, and we would have no objection if the General Penalty were followed in lieu of taking action against the contractor licenses.

If the Board decides to take action against the contractor licenses, we believe that any licenses associated with James Steele Construction should be affected or there doesn't seem to be much point.

The company would be able to continue doing business unaffected and continue to ignore the Board's decisions.

If the board decides to enforce the November ruling, we have no objection to a deadline that would allow James Steele Construction sufficient time to correct the violations, even if it exceeds the 30 days set out in ordinance.

All we want is a good roof!

What's Been Paid?

At the July meeting, there seemed to be some confusion about how much we have paid James Steele Construction and why we haven't paid in full. Here's a brief summary to hopefully clear up this question.

On a job totalling nearly \$30,000, we paid a bit more than \$11,000 in upfront down payments.

(Attachment 3)

After repeated efforts - since Day 1 of the job - to discuss and correct the problems you are all familiar with, we offered Jim Steele a written proposal for a discount of \$5,000, or 16 % on May 29, 2013.

(Attachment 4) We were not especially satisfied with this, but we thought it was our best chance to avoid proceedings like this and a lawsuit.

Mr. Steele rejected our proposal, and we suggested he make a counter offer. He said he would think it over, and he asked us to send him our photographs of the numerous overdriven nails so he could show them to his insurance company.

We emailed the photos **(Attachment 5)** and a follow-up question asking for Mr. Steele's thoughts, but we never got a counter offer unless you consider the lien notice that came in the mail 15 days later as a counter offer.

After the lien came a lawsuit. We have offered through our attorney numerous times to settle the case, and every time Mr. Steele refuses even to discuss it.

We would like nothing more than to settle this issue, but we don't feel like the ball is in our court at this point.

Put yourself in our shoes. If any of the Board member hired a contractor for a major job and had this outcome, you would not consider it charity. You would consider it a mess.

More Violations

As we have climbed the learning curve, we have discovered that more violations occurred with our roof, and we could make formal complaints on these items after today's meeting.

We have been advised to inform you of these issues at this time, so we offer this list and can answer any questions you might have.

- Unlicensed subcontractor - Despite Jim Steele's statements that his roofing subcontractor is licensed and insured in Rapid City, city staff has found no evidence of this.
- Low-balled building permit - On the city building permit, Jim Steele said our re-roof value would be \$5,300. On our bill, his lien and his lawsuit, he said it is \$15,065.
- Insufficient water & ice barrier - As we read the International Building Code, the ice barrier was not installed as a double sheet and not to a point 24 inches inside the exterior wall line of the building.

A Personal Note

Finally, thank you again for taking the time for our case. We appreciate that you have many matters to consider and ours is just one. Of course, we have only one home, and it is very important to us.

When we moved into our fixer-upper in Chapel Valley in March 2010, we knew the old cedar shakes would need to be replaced. It was one of many upgrades needed on our new home.

But when Lt. Tim Weaver of the Rapid City Fire Department visited and explained the fire danger our roof posed, a new roof moved from a high priority to an urgent task. At that time, our sons were ages 1 and 2 and we could not bear the thought of a house fire putting them in danger.

I (Denise) took a second job so we could save the money for a new roof. (For us, \$30,000 is a whole lot of money.) We didn't want to borrow against our home - the recession and underwater mortgages were still dominating the headlines.

We visited with several contractors and chose James Steele Construction because we were promised an experienced crew would do high quality work on both our shingles and the reframing/skylight installation. As you are well aware, that promise was not fulfilled.

We have continued to deal with this issue while juggling our jobs, raising our 2 preschoolers, assisting our aging parents and continuing to make smaller improvements to our home. In short, dragging this process on and on and on is not an idea we like. It's not like we need something to fill our time.

We feel we have been put in this situation by a contractor who has refused to fix problems and has thumbed his nose at the city's decisions and even the fact that the city has building codes and ordinances.

As I stated earlier, I don't know what we could have done differently to avoid having this issue come once again to the Building Board. That is the city process as we understand it, and we are trying to find a path that will get us to a satisfactory roof.

We are thankful that the city does have ordinances in place governing these matters. We would appreciate a chance to speak to any issues that arise during today's meeting, even if at the end of the discussion.

Thanks once again for your time and consideration.

Denise Ross

Dave Larson

David (age 5)

Jerryd (age 4)

ATTACHMENT 2

15.04.320 Penalty.

Any person violating this title shall be subject to the general penalty provision of § 1.12.010. Every such person, persons, firm or corporation shall be deemed guilty of a separate offense for every day on which such violation shall continue.

(Ord. 5959 (part), 2013; Ord. 5889 (part), 2013)

CHAPTER 1.12: GENERAL PENALTY

Section

1.12.010 Designated-Continuing violations.

1.12.010 Designated-Continuing violations.

Whenever, in this code or in any ordinance of the city, an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or wherever, in the code or ordinance, the doing of any act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, any person who shall be convicted of any such violation shall be fined not less than \$1 nor more than \$500 or 30 days in jail, or both. Each day any violation of this code or other ordinance continues shall constitute a separate offense.

(Ord. 5322, 2007; Ord. 3607, 2000; Ord. 2969 (part), 1992; prior code § 1-10)

Statutory reference:

Maximum penalty, see SDCL § 9-19-3

ATTACHMENT 1

-Part of Building Board minutes, November 2013

Tatum made a motion that a permit was not needed for the skylights. Seaman seconded. The motion passed 5-1, Struble voting no and all others voting yes.

Tatum makes a motion that there was a city ordinance code violation because the flashing was not replaced during installation. Malone seconded. The motion passed 6-0 with all Board members voting yes, and none voting no.

Malone makes a motion to include the felt as well, due to it not being removed as required by City ordinance. It was not seconded. The motion fails.

Discussion continued on whether felt needed to be replaced or if there's bad weather, it does not have to be.

Malone makes a motion that the felt being left off was a code violation because it was a cedar shake roof prior to being put on as an asphalt roof. Motion passed 5-1, with Struble voting no.

Malone made a motion that due to the extent of the overdriven nails that the

shingles were not installed according to code and could be remedied as stands. The motion passed 5-1, with Struble voting no.

James S. Steele Construction Company, Inc.

2927 Evergreen Drive
Rapid City, SD 57702
PHONE (605) 348-0156 FAX (605) 348-0156

Date 4-1-2013

STATEMENT

*10% interest
2% late Fee*

Dave Larson & Denise Ross
3210 Kirkwood Dr.
Rapid City, SD 57702

Contract #12255 \$11,830.00
Paid Ck. #2986 - 6,000.00
Balance Due \$ 5,830.00

Contract #12251 \$15,065.00
Paid Ck. #2975 - 5,065.00
Balance Due \$10,000.00

Contract #12254 \$ 881.00
Balance Due \$ 881.00

Contract #12253 \$ 1,819.00
Balance Due \$ 1,819.00

TOTAL BALANCE DUE \$18,530.00

AGREEMENT

Contractor James Steele Construction & customers David S. Larson and Denise Ross

Due to customer concerns regarding the workmanship performed during installation of a new roof at the residence, 3210 Kirkwood Drive, Rapid City, SD, 57702, in March 2013 (specific concerns outlined in attachment A)

and due to the contractor not removing existing felt on the roof as specified in the agreement signed before work commenced, which prevented the customers from inspecting the condition of the roofing material below the felt

and due to the contractor not removing existing flashing as specified in the agreement signed before work commenced

and due to minor damage caused by the contractor to a new window casement

and due to excessive dust that settled in parts of the house not in the direct vicinity of the work performed,

The contractor agrees to the following:

-For a period of seven years, from March 2013 to March 2020, the contractor or its successors will replace any section of roof damaged by wind, including labor and materials equivalent to existing roofing materials, in a timely fashion (within 45 days of the damage).

-For a period of 10 years, from March 2013 to March 2023, the contractor or its successors will compensate the customer for the cleanup and repair of any water damage suffered on the interior of the residence resulting from a leak in the roof. Cleanup and repair will include replacement or restoration of interior surfaces – walls, floors and ceilings – plus furniture and personal belongings to a condition equal to or better than their condition before the leak.

-Will provide a discount of \$5,000 on the total cost of the work performed at 3210 Kirkwood Drive, Rapid City, SD, in March 2013.

-Place no liens against 3210 Kirkwood Drive, Rapid City, SD.

James Steele, James Steele Construction

David S. Larson

Denise Ross



Denise Ross <hoghouseblog@gmail.com>

Checking in

1 message

Denise Ross <rossd@rushmore.com>
To: Jimchar4@rap.midco.net

Thu, Jun 13, 2013 at 3:35 PM

Jim ,

Just checking in. I did not confirm that you received the photos I emailed the morning after our last meeting. Our family and work schedules are so full but have been thinking I needed to follow up to see where things stand.

Thanks,

Denise Ross

Photos from 3210 Kirkwood Drive roof

Denise Ross <rossd@rushmore.com>

Thu, May 30, 2013 at 9:10 AM

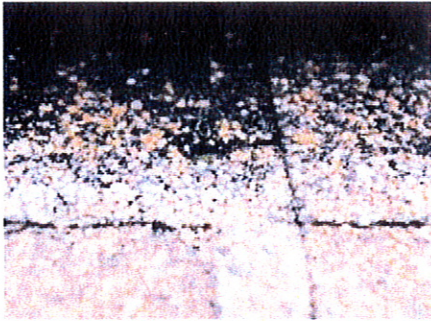
To: Jimchar4@rap.midco.net

Jim - I will attache 5 images to each email until they are all done.

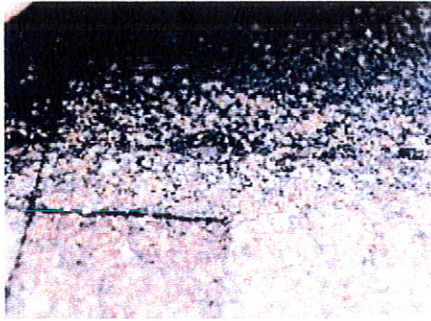
thanks,

Denise

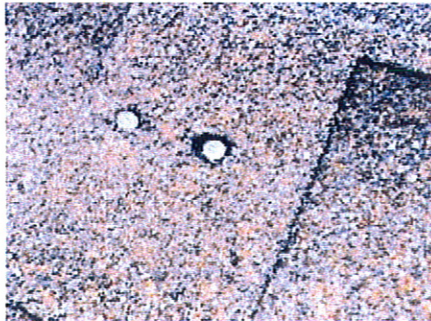
5 attachments



_3028747.JPG
130K



_3028748.JPG
128K



_3028749.JPG
155K

David S. Larson & Denise Ross
3210 Kirkwood Drive
Rapid City, SD 57702

August 2, 2013

Building Inspection Office
300 Sixth St.
Rapid City, SD 57701

To whom it may concern:

After speaking with Brad Solon and Curt Bechtel from your office on July 26, I am moving forward in filing a formal complaint against the contractor who performed roofing and framing work at my residence – James S. Steele Construction.

The work was performed during March 2013.

Specifically, I believe the following items would be of interest to you:

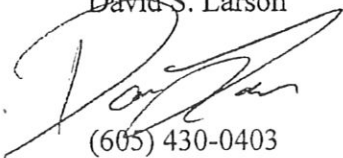
- No building permit was obtained for work done to reframe a portion of the roof. Consequently, no inspection was performed on the framing, and we cannot be sure if it was done correctly. (See attached photos.)
- Many nails were overdriven when new shingles were applied. (See attached photos.) It is our estimation that 40 percent or more of the nails are in this condition. It is our understanding that city code requires that nails not penetrate below the surface granules of the shingles.
- Old roofing materials, specifically felt and flashing, were not removed during the reroofing process. It is our understanding that city code requires this to be done.

We understand we can request an inspection of our roof, and we would make that request at this time.

Thank you for your consideration.

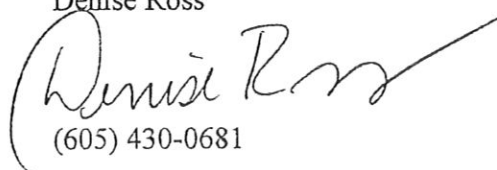
Best regards,

David S. Larson

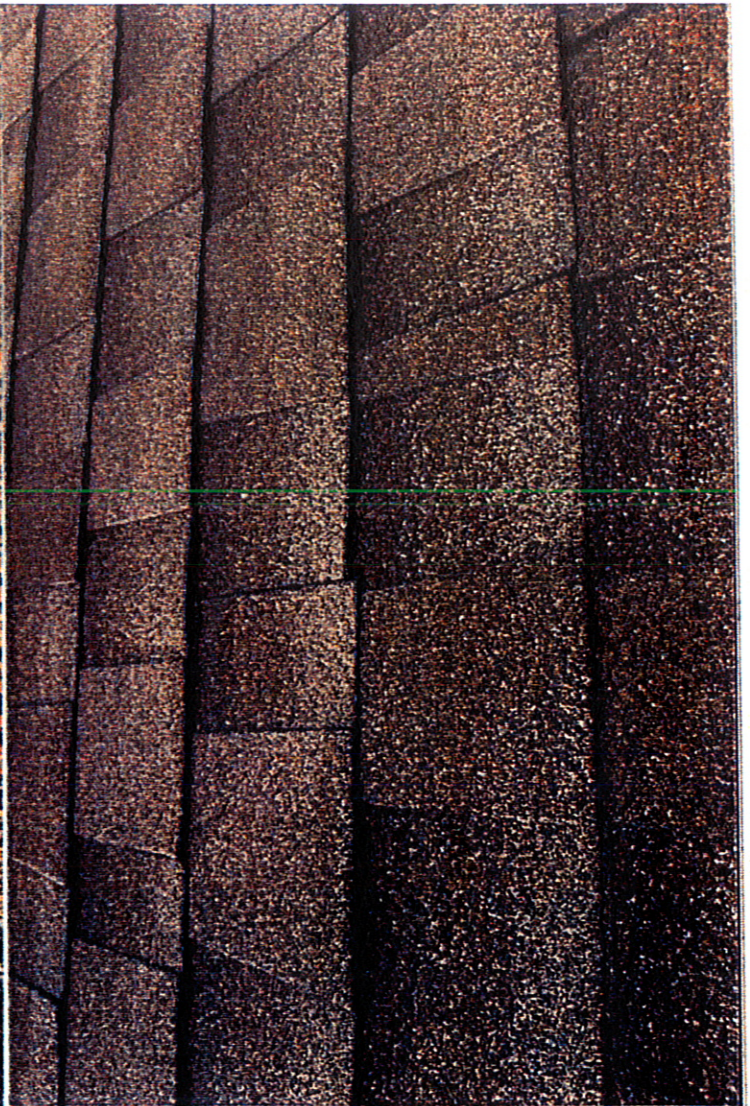


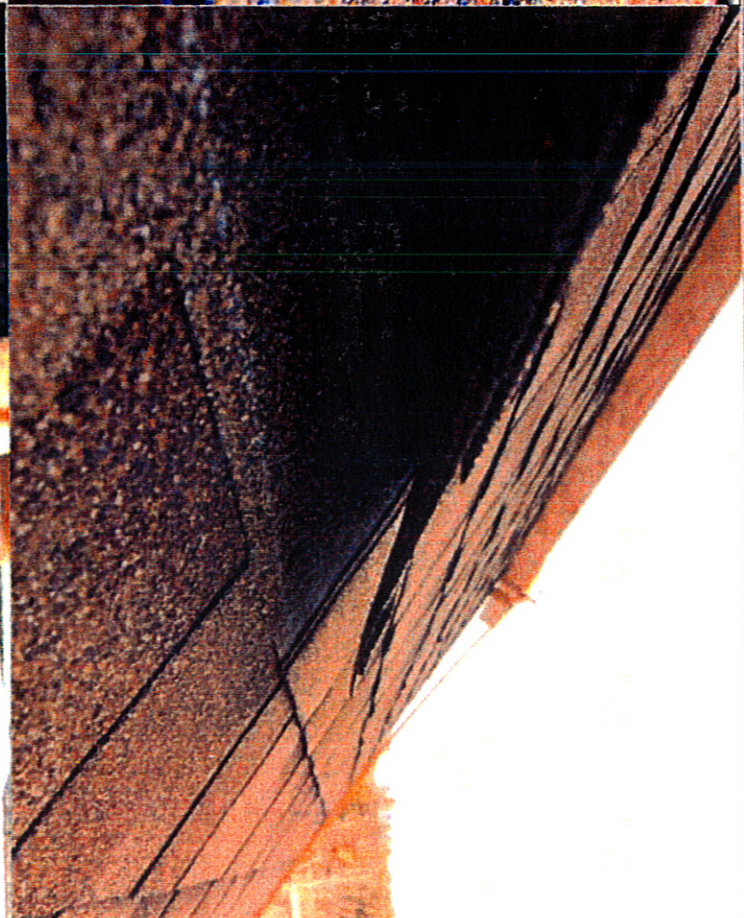
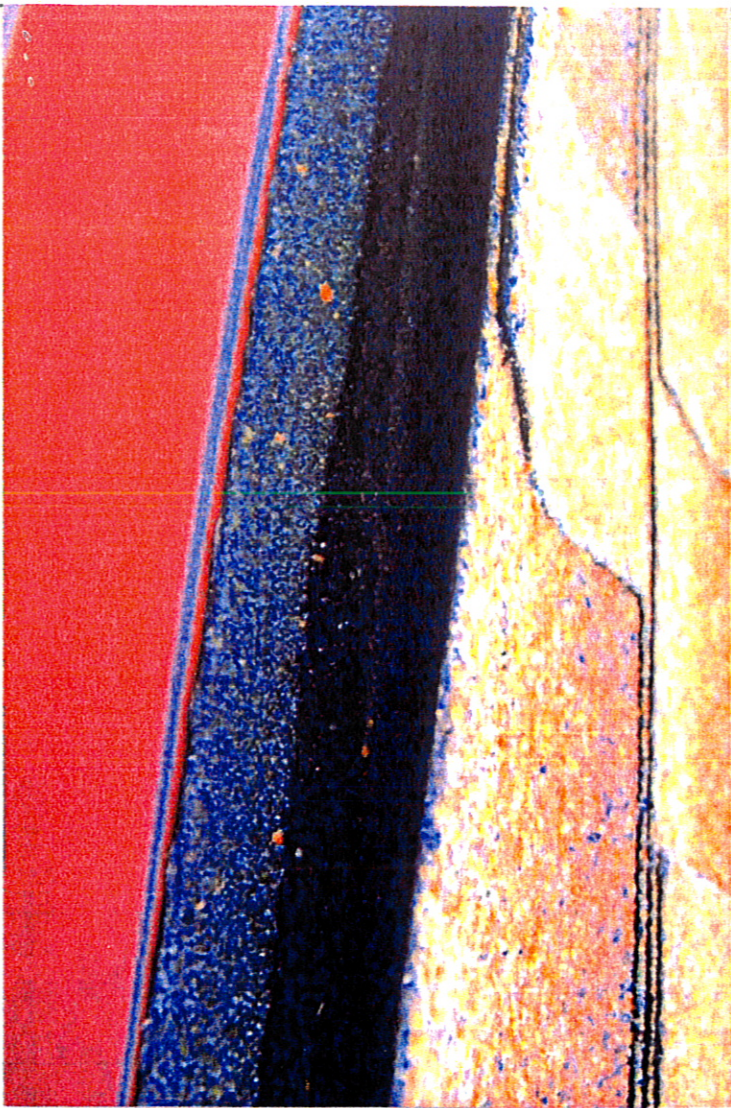
(605) 430-0403

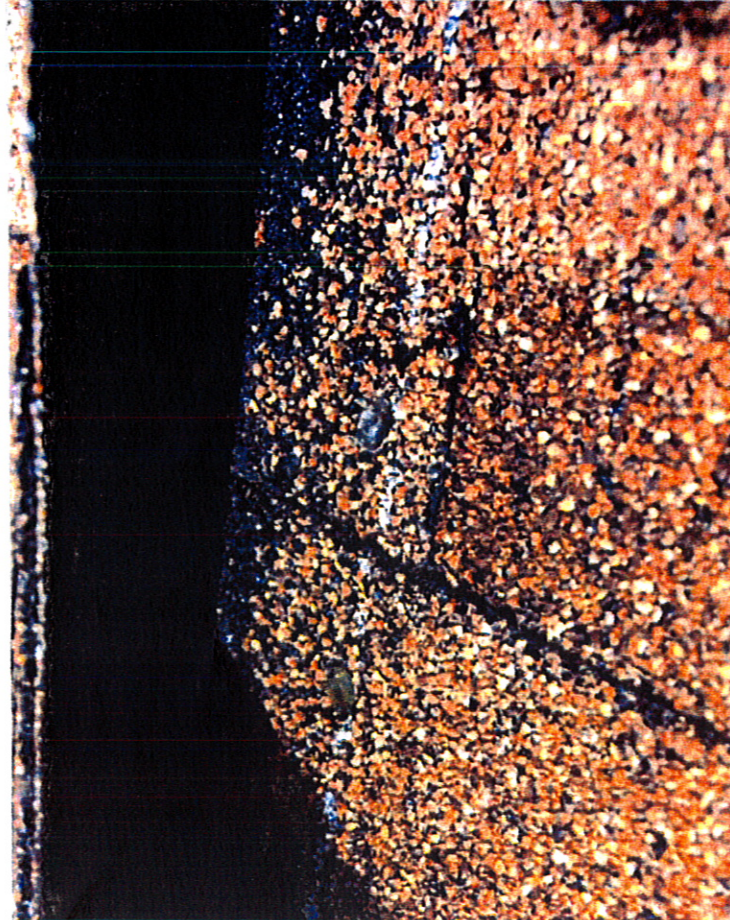
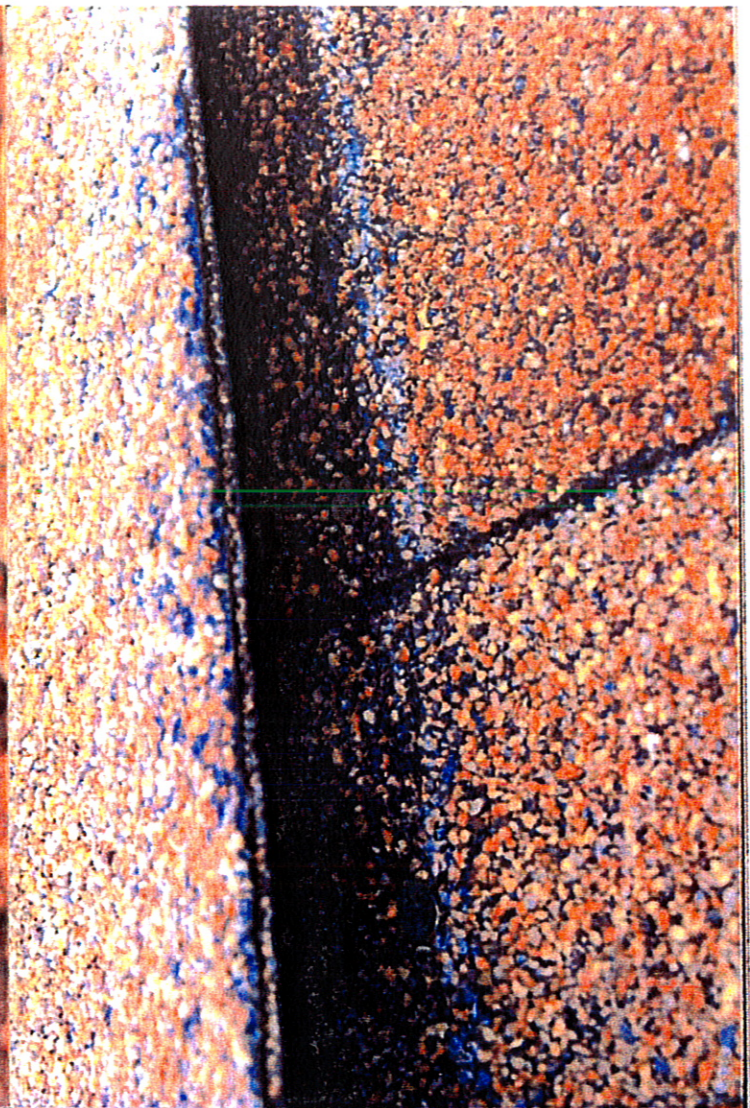
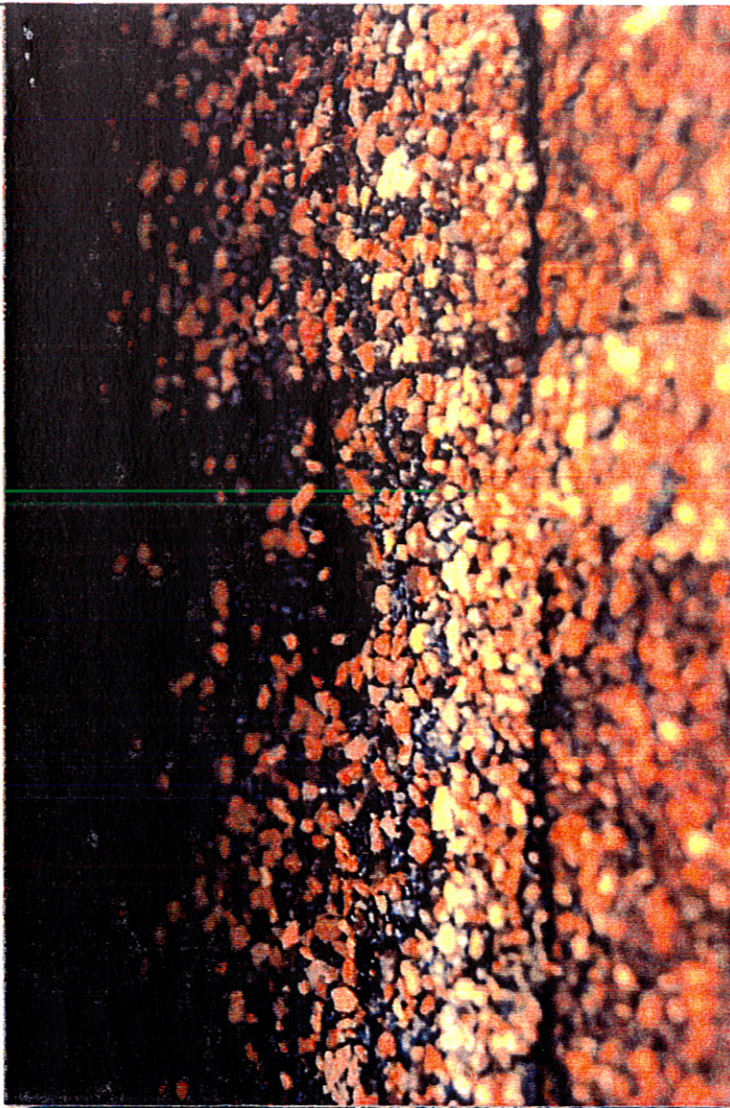
Denise Ross

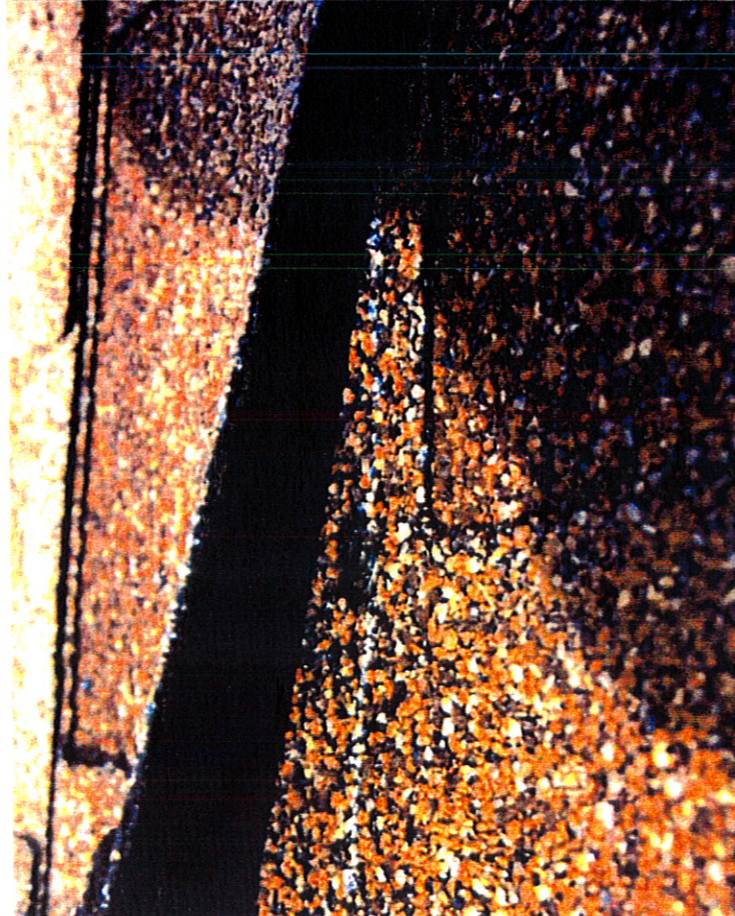


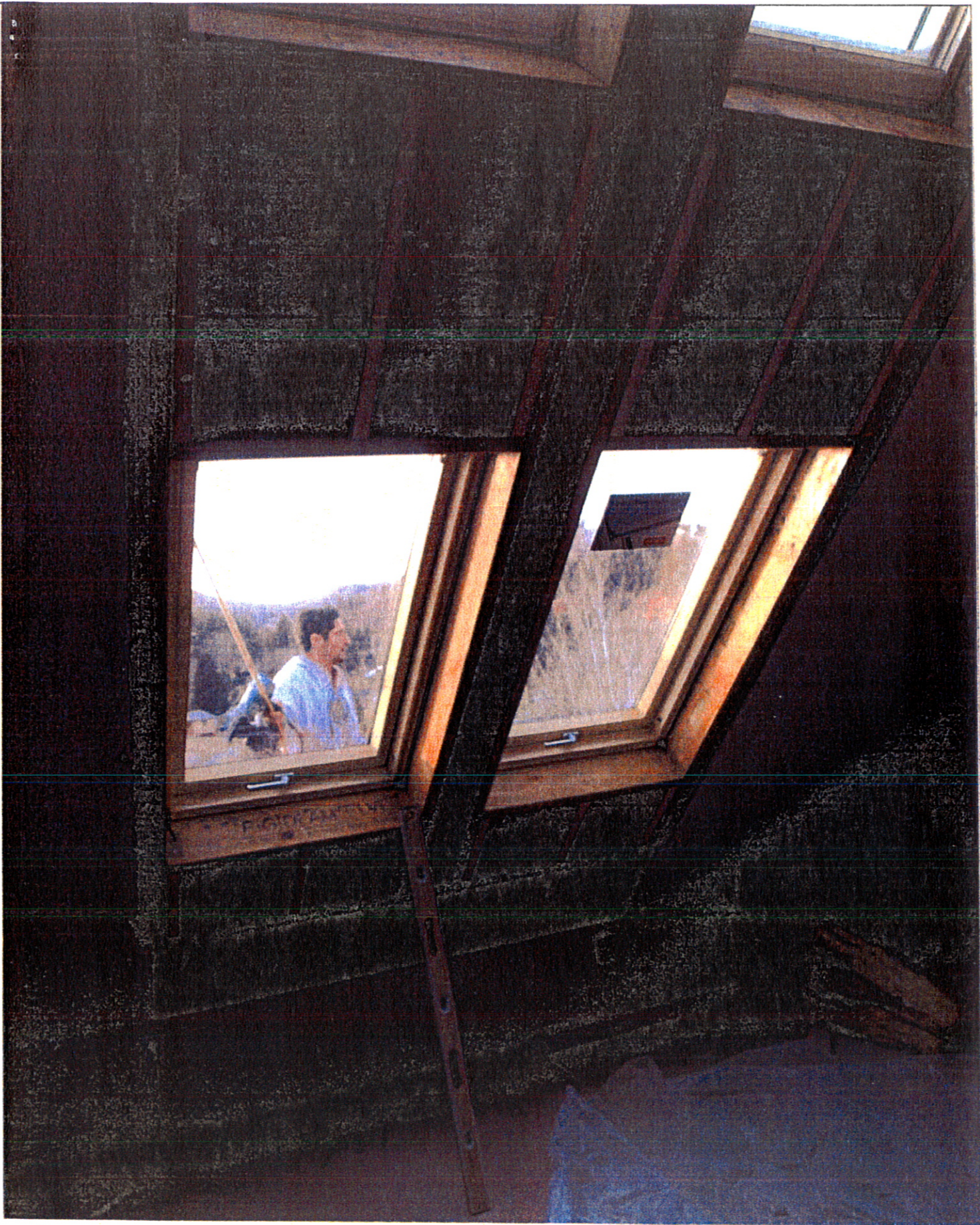
(605) 430-0681

















Roof Warranty Information

GAF Ltd. Warranty Comparison Guide*



BASE
Warranty
Click Logo For
Details



BETTER
System Warranty
Click Logo For
Details



BEST
System Warranty
Click Logo For
Details

Material Defect Coverage*

100% coverage period	10 yrs. (3 or 5 yrs. on 3-tab shingles)	50 yrs. (20 yrs. on 3-tab shingles)	50 yrs. (20 yrs. on 3-tab shingles)
Covers roofing <u>system</u> ?	Yes, system coverage is available	Yes, covers entire system	Yes, covers entire system
Cost of installation labor included?	10 yrs. (3 or 5 yrs. on 3-tab shingles)	Lifetime (25 or 30 yrs. on 3-tab shingles)	Lifetime (25 or 30 yrs. on 3-tab shingles)

Workmanship Coverage*

100% coverage period	None	2 yrs. (Typical coverage offered by contractor)	25 yrs. (20 yrs. on 3-tab shingles) (Coverage provided and backed by GAF)
Misapplication of certain flashings covered?	No	2 yrs. (Typical coverage offered by contractor)	25 yrs. (20 yrs. on 3-tab shingles) (Coverage provided and backed by GAF)
Installer certified?	No (Anyone can install)	Yes	Yes
Tear-off costs included? (when necessary)	No	Yes (For material defects only)	Yes (For material defects or workmanship)
Disposal costs included? (when necessary)	No	No	Yes (For material defects or workmanship)

Problem Prevention

Exclusive 40-point factory inspection?	No	No	Yes
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Peace of Mind*

"Maximum" wind coverage up to 130 mph Category 3 hurricane wind speed available?	Yes (Not available for 3-tab shingles)	Yes (Not available for 3-tab shingles)	Yes (Not available for 3-tab shingles)
Warranty transferable?	Yes	Yes	Yes
Free transfer?	Yes	Yes	Yes
	Yes	Yes	Yes



Good Housekeeping protection?

* Check Ltd. warranties for complete coverage and restrictions. Also note:

- The word "Lifetime" means as long as the original individual owner of a single family detached residence (or the second owner in certain circumstances) owns the property where the shingles are installed. For owners/structures (e.g., a church) not meeting above criteria, Lifetime coverage is not applicable. See limited warranty for complete coverage and restrictions.
- Installer certification is only for installations covered by GAF system warranties.
- Maximum wind coverage requires special installation. See limited warranty for complete coverage and restrictions.

The GAF Shingle & Accessory Limited Warranty

Congratulations! Thank you for purchasing asphaltic shingles and/or accessories from GAF, North America's largest roofing manufacturer – your best and safest choice. While many factors can affect how long your shingles and accessories will last, this Shingle & Accessory Limited Warranty covers your asphaltic shingles and accessories, including GAF Ridge Cap Shingles, GAF Starter Strip Shingles, GAF Leak Barrier Products, GAF Roof Deck Protection Products, and GAF Cobra® Ventilation Products, in the unlikely event that they contain a manufacturing defect. It provides great coverage that is “non-prorated” during the crucial up-front period of your ownership (the Smart Choice® Protection Period) with continued coverage for extended periods of time afterwards. Note: This warranty does not cover low-slope membranes, Master Flow® Ventilation Products, and ShingleMatch™ Roof Accessory Paint. Please go to www.gaf.com for a copy of the limited warranties covering these products.

How Long Your Warranty Lasts

Manufacturing Defects: GAF Lifetime Asphaltic Shingles. Subject to the provisions below, all GAF Asphaltic Shingles other than Sentinel®, Royal Sovereign®, and Marquis® WeatherMax® Shingles and Ridge Cap and Starter Strip Shingles carry a Lifetime warranty (as defined below) against manufacturing defects and a Smart Choice® Protection Period of 10 years.

Manufacturing Defects: Other GAF Asphaltic Shingles. Marquis® WeatherMax® Shingles are warranted against manufacturing defects for 30 years; Royal Sovereign® Shingles are warranted for 25 years, and Sentinel® Shingles are warranted for 20 years. The Smart Choice® Protection Period is 5 years for Marquis® WeatherMax® and Royal Sovereign® Shingles, and 3 years for Sentinel® Shingles. The warranty term and Smart Choice® Protection Period for Ridge Cap and Starter Strip Shingles are described below.

Manufacturing Defects: GAF Accessories Used With Any Brand Of Lifetime Asphaltic Shingles. When you install three or more of the GAF Accessory Products listed above on your roof with any brand of Lifetime Asphaltic Shingles, your GAF Accessory Products carry a Lifetime warranty (as defined below) against manufacturing defects and a Smart Choice® Protection Period of 10 years. When you install fewer than three of the above-listed GAF Accessories on your roof with any brand of Lifetime Asphaltic Shingles, your GAF Accessory

Products carry a 40-year warranty against manufacturing defects and a Smart Choice® Protection Period of 5 years.

Manufacturing Defects: GAF Accessories Used With Any Other Asphaltic Shingles. When you install one or more of the above-listed GAF Accessories on your roof with any brand of non-Lifetime Asphaltic Shingles, your GAF Accessory Products carry a 25-year warranty against manufacturing defects and a Smart Choice® Protection Period of 5 years.

Definition Of Lifetime: The word "Lifetime" means as long as you, the original owner(s) [or the second owner(s) if coverage was properly transferred during the Smart Choice® Protection Period], own the property where the shingles and/or accessories are installed. The Lifetime warranty and 10-year Smart Choice® Protection Period are applicable only to shingles and accessories installed on a single family detached residence owned by individuals. For any other type of owner or building, such as a corporation, governmental entity, religious entity, condominium or homeowner association, school, apartment building, office building, or multi-use structure, the length of the warranty is 40 years and the Smart Choice® Protection Period is 5 years.

Failure To Seal/Blow-offs/Wind Damage. GAF Lifetime Shingles, Timbertex® Ridge Cap Shingles, and Ridglass® Ridge Cap Shingles are warranted against failure to seal, blow-offs, and wind damage for 15 years. All other shingles (other than starter strips) and other ridge cap shingles are covered for 5 years. There is no coverage for failure to seal/blow-offs/wind damage for any other GAF Accessory Products.

Algae Discoloration. All StainGuard®-labeled Shingles and Ridge Cap Shingles are warranted against algae discoloration for 10 years. There is no coverage for algae discoloration for any other GAF Accessory Products.

Who Is Covered By This Limited Warranty; Transferability.

You are covered by this warranty if you live in the United States or Canada and are the original property owner (i.e., not a builder or installer) or the first subsequent owner if this warranty was properly transferred.

This limited warranty may be transferred **only** once. The second owner must notify GAF in writing within **60 days** after the property transfer for warranty coverage to be transferred. (Other than this one transfer, this warranty may not be transferred or assigned, directly or indirectly.) If the transfer takes place within the Smart Choice® Protection Period, the second owner is entitled to the same

coverage as the original owner. If the transfer takes place afterwards, the length of this warranty shall be reduced to the two-year period after the ownership changes. If there is a defect during this two-year period, GAF's reimbursement to the second owner will be based only on the reasonable cost of replacement shingles or applicable accessories, reduced by the amount of use that has been received from the shingles or applicable accessories from date of installation through the date of claim.

Manufacturing Defects: What Is Covered/Sole And Exclusive Remedy.

GAF Warranty Company, LLC, a subsidiary of GAF, warrants that your GAF Roofing Shingles will remain free from manufacturing defects that adversely affect their performance during the applicable Smart Choice® Protection Period or that cause leaks for the remainder of the applicable warranty term and that your GAF Accessory Products will remain free from manufacturing defects that adversely affect their performance during the applicable warranty term.

Note: Failure to seal/blow-offs/wind damage and algae discoloration are covered separately below.

(1) During the Smart Choice® Protection Period: GAF will pay you the full reasonable cost of labor to repair or re-cover any defective GAF Shingles or Accessories (excluding non-GAF accessories, metal work, or flashing) and will provide replacement shingles or accessories or the reasonable cost of obtaining replacement shingles or accessories, at GAF's option. GAF will not pay to tear off your shingles or accessories, or to dispose of them.

(2) After the Smart Choice® Protection Period: Labor will no longer be covered. GAF's contribution to you will be based on either providing you with replacement GAF Shingles or Accessories, or at GAF's choice, reimbursing you for the reasonable cost of replacement shingles or accessories. The amount of shingles, accessories, or reimbursement provided to you will be reduced to reflect the use you have received from your shingles or accessories. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of claim by the number of months in the warranty term. For a Lifetime warranty, the number of months in the warranty term is deemed to be 600 for years 11 – 40 of the warranty term. For years 41 and beyond of a Lifetime warranty, GAF's contribution is 20%. For example, if you make a claim for Lifetime Shingles installed on a single family home after your shingles have

been installed for 25 years (300 months), GAF's contribution will be reduced by 300/600 or 50%.

Failure To Seal/Blow-Offs/Wind Damage: What Is Covered/Sole And Exclusive Remedy.

This Limited Failure to Seal/Blow-offs/Wind Damage Warranty is **specifically conditioned** on your shingles or ridge cap shingles being fastened and installed **strictly** in accordance with GAF's application instructions. This warranty does not apply to starter strip shingles. GAF warrants to you that your GAF Shingles or Ridge Cap Shingles will not fail to seal, blow off, or sustain damage from winds (including gusts) up to the applicable wind speed listed on the reverse after your shingles or ridge cap shingles should have sealed but did not due to a manufacturing defect. If your shingles or ridge cap shingles do fail to seal, blow off, or suffer wind damage, GAF will reimburse you for the reasonable costs of replacing the blown-off or damaged shingles or ridge cap shingles and hand sealing any unsealed shingles or ridge cap shingles. Costs related to underlayment, metal work, and flashings are not included. GAF's **maximum** liability under this paragraph is to reimburse you for the cost of hand-sealing all of the shingles or ridge cap shingles on your roof.

Shingle

**Wind Speed Coverage
with special installation
(mph / km/h)**

**Wind Speed Coverage
without special installation
(mph / km/h)**

All GAF Lifetime Shingles 130/209* 110/175

Marquis® WeatherMax® 80/130 80/130

Royal Sovereign® &

Sentinel®

60/96 60/96

* Your shingles will be covered up to the maximum wind speed above **ONLY** if your shingles are installed using **6 nails** per shingle **and** you have GAF Starter Strip Products installed at the eaves **and** rakes.

Ridge Cap Shingle

Wind Speed Coverage

with special installation

(mph / km/h)

Wind Speed Coverage

without special installation

(mph / km/h)

Timbertex® & Ridglass® 130/209** 110/175

All other GAF Ridge Cap

Shingles

90/144** 70/112

** Your ridge cap shingles will be covered up to the maximum wind speed above **ONLY** if your ridge cap shingles are installed in strict accordance with the "Maximum Wind Speed Coverage Under Ltd. Warranty" section of the applicable ridge cap shingle application instructions.

Note: All self-sealing shingles and ridge cap shingles, including GAF's, must be exposed to warm, sunny conditions for several days before they completely seal. Before sealing occurs, shingles and ridge cap shingles are vulnerable to blow-offs and wind damage. Shingles and ridge cap shingles installed in Fall or Winter may not seal until the following Spring. Shingles or ridge cap shingles which are not exposed to direct sunlight or adequate surface temperatures or that are not fastened or installed properly may never seal. Failures to seal, blow-offs, and wind damage under these circumstances result from the nature of self-sealing shingles and ridge cap shingles, not a manufacturing defect, and are not covered under this warranty.

Algae Discoloration: What Is Covered/Sole And Exclusive Remedy.

This StainGuard® Limited Warranty applies only to shingles and ridge cap shingles sold in packages bearing the StainGuard® logo. GAF warrants to you that blue-green algae (also known as cyanobacteria) will not cause a pronounced discoloration of your **StainGuard®-labeled** Shingles or Ridge Cap Shingles. During the first year, if your StainGuard®-labeled Shingles or Ridge Cap Shingles exhibit a pronounced discoloration caused by blue-green algae, GAF's contribution will be either the reasonable cost of commercially cleaning your shingles or ridge cap shingles or, at GAF's option, replacing discolored shingles or ridge cap shingles, up to a maximum of the original cost of the affected shingles or ridge cap shingles. During the remainder of the StainGuard® Limited Warranty period, GAF's contribution to you will be reduced to reflect the amount of use you have

received from your shingles or ridge cap shingles since your shingles or ridge cap shingles were installed (100%, reduced by a percentage equal to the number of months from the installation date to the date of claim divided by 120).

Note: Preventing pronounced algae-related discoloration of your shingles or ridge cap shingles is achieved through formulations or through unique blends of granules.

What Is Not Covered

Even if your shingles or accessories were not properly installed according to GAF's application instructions or to standard good roofing practices, this limited warranty remains in effect. However, GAF will NOT compensate you for:

(1) Damages resulting from anything other than an inherent manufacturing defect in your shingles or accessories, such as:

(a) Improper fastening of your shingles or accessories or application not in strict accordance with GAF's printed application instructions, if the improper installation was the cause of the damage.

(b) Settlement, movement, or defects in the building, walls, foundation, or the roof base over which the shingles or accessories were applied.

(c) Inadequate attic ventilation.

(2) Damages resulting from causes beyond normal wear and tear, such as:

(a) acts of nature, such as hail, fire, winds (including gusts) over the applicable wind speed listed above, or ice damming above the areas of your roof deck covered by a GAF Leak Barrier.

(b) impact of foreign objects or traffic on the roof.

(c) improper storage or handling of shingles or accessories.

(3) Shading or variations in the color of your shingles or ridge cap shingles or discoloration or contamination caused by fungus, mold, lichen, algae (except for blue-green algae if your shingles or ridge cap shingles were labeled with the StainGuard® logo), or other contaminants, including that caused by organic materials on the roof.

(4) Labor costs, except as specifically provided for above, disposal costs, tear-off costs, and costs related to underlayments (unless your claim involves a manufacturing defect in a GAF Underlayment), metal work, and flashings.

(5) Damage to the interior or exterior of the building, including, but not limited to,

mold growth.

Other Limitations Concerning Coverage

Decisions as to the extent of repair, re-cover, or cleaning required, and the reasonable cost of such work, will be made solely by GAF. GAF reserves the right to arrange directly for your shingles or accessories to be repaired, re-covered, or cleaned instead of reimbursing you for such work. The remedy under this warranty is available only for those shingles and accessories actually exhibiting manufacturing defects or algae discoloration at the time your claim is settled. Any replacement shingles or accessories will be warranted only for the remainder of the original warranty period. GAF reserves the right to discontinue or modify its shingles or accessories, including the colors available, so any replacement shingles or accessories may not be an exact match for the shingles or accessories on your roof. Even if GAF does not modify a color, replacement shingles or accessories may not match your original shingles or accessories due to normal weathering, manufacturing variations, or other factors.

Claims: What You Must Do.

You must notify GAF about any claim within 30 days after you notice a problem and provide proof of the date your shingles or accessories were applied and that you were the owner at that time (or that the warranty was properly transferred to you). If you are claiming a Lifetime warranty on any GAF Accessories, you must also provide proof of the date(s) your three or more GAF Accessories and Lifetime Shingles were applied. You must either call GAF at 1-800-458-1860 about your claim, or send a notice to GAF in writing to: GAF, Warranty Services, 1361 Alps Road, Wayne, New Jersey 07470, USA. You will then be provided with complete details about submitting your claim. GAF may require you to send to GAF, at your expense, sample shingles or accessories for testing and photographs. Within a reasonable time after proper notification, GAF will evaluate your claim and resolve it in accordance with the terms of this warranty. Any claim for shingles or accessories which have been replaced before notifying GAF of your claim may be denied. **NOTE: Notice to your contractor, dealer, or home builder is NOT notice to GAF.** You should retain this document for your records in the unlikely event that you need to file a claim.

Sole And Exclusive Warranty

THIS WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES, WHETHER EXPRESS

OR IMPLIED, WHETHER BY STATUTE, AT LAW OR IN EQUITY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This written warranty is your exclusive warranty from GAF and represents the SOLE REMEDY available to any owner of GAF Shingles or Accessories. GAF makes NO OTHER REPRESENTATIONS, CONDITIONS, GUARANTEES,

OR WARRANTIES of any kind other than that stated herein. GAF WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL, OR OTHER SIMILAR DAMAGES OF ANY KIND, including DAMAGE TO THE INTERIOR OR EXTERIOR OF ANY BUILDING, whether for breach of this warranty, negligence, strict liability in tort, or for any other cause. Some jurisdictions do not allow limitations on or the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

Modification Of Warranty

This limited warranty may not be changed or modified except in writing, signed by an officer of GAF. No one (other than an officer of GAF) has the authority to assume any additional liability or responsibility for GAF in connection with your shingles or accessories except as described in this warranty. This limited warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. (**Note:** Warranty subject to change. For current information, visit www.gaf.com or write to GAF at 1361 Alps Road, Wayne, NJ 07470, USA, Attn: Warranty Services.)

Effective Date

This limited warranty is effective for GAF Asphaltic Shingles and GAF Accessories installed after January 1, 2013.



Quality You Can Trust...
From North America's
Largest Roofing
Manufacturer!

Steep Slope Technical Point

No: 117-11

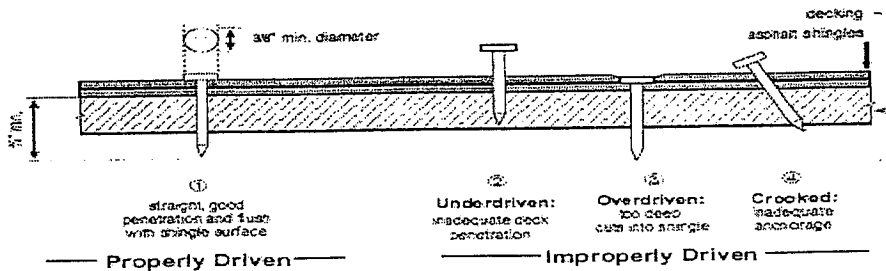
TO: Steep Slope Sales Team,
GAF Contractors, GAF
Distributors.

FROM: Contractor Services

DATE: 05/06/11

SUBJECT: *Improperly Driven Nails*

<i>What Are Improperly Driven Nails?</i>	<p>Nails that are...</p> <ul style="list-style-type: none"> • Beneath the surface (granules) of the shingle • Left above the surface of the shingle • Driven in at an angle, cutting into the shingle
<i>Over Driven Nails...</i>	<p>Over-driving nails...</p> <ul style="list-style-type: none"> • Can drive the nails right through the shingle • May barely hold the shingle to the roof deck, which will allow them to slide off of the roof deck • Can be caused when the nail gun is set to the wrong pressure
<i>Under Driven Nails...</i>	<p>Under-driving nails...</p> <ul style="list-style-type: none"> • leads to nail "pop" when the deck moves (expands and contracts) • can lift the shingle away from the self-sealant • pre-disposes "lifted" shingles to blow off in a wind event • can create holes in the shingles above if the nail pops through it
<i>Angled Nails...</i>	<p>Angled nails are not flush to the surface of the shingle and ...</p> <ul style="list-style-type: none"> • Will cut thru shingles • Are subject to deck movement
<i>What Is The Remedy?</i>	<p>To repair improperly driven nails at time of installation...</p> <ul style="list-style-type: none"> • Remove the nail • Properly install a new nail • Repair hole with plastic roof cement <p>To repair improperly driven nails after installation...</p> <ul style="list-style-type: none"> • Carefully lift the overlaying shingle and remove improperly driven nail • Install a new nail in the proper location • Install roof cement over hole and to ensure proper sealing of the shingle above <p>Check shingle application instructions...</p> <ul style="list-style-type: none"> • To determine the number and location of the dabs of cement to be used for hand sealing. All GAF shingle application instructions have hand sealing procedures listed • Follow the instructions for the particular product to be sealed
<i>Where Can I Get More Information?</i>	<p>Yes. GAF Technical Services can assist you... with these and other questions you may have regarding your new roof installation. GAF Technical Services can be contacted at 800-ROOF-411 (800-766-3411). Also, <i>the GAF website is a great resource</i> for just about any question you may have or for additional information you may require. That site is at: www.gaf.com.</p>



To: Rapid City Building Board of Appeals

From: Dave S. Larson & Denise Ross, Rapid City homeowners

Re: Nov. 12 meeting with James Steele Construction

Dear Building Board members,

On the advice of city officials, we are restating our concerns over re-roofing and re-framing/window replacement work done at our residence at 3210 Kirkwood Drive in March 2013 by James Steele Construction.

We have three concerns that we believe are under the jurisdiction of the Building Board of Appeals:

- The new shingles were not installed according to manufacturer's instructions, as required by the International Building Code (see the code section on roofing assemblies, as provided to Brad Solon). Our primary concern is a significant percentage of overdriven nails.
- The old flashing and felt were not removed as required by city ordinance.
- A building permit was not obtained when new windows/skylights were installed and a section of the roofline was reframed, including the installation of new structural beams.

Thank you for your consideration of this matter.

Best regards,

Dave S. Larson and Denise Ross

Chapter 15: Roof Assemblies and Rooftop Structures

Section 1503: Weather Protection

SECTION 1503

WEATHER PROTECTION

1503.1 General. Roof decks shall be covered with approved roof coverings secured to the building or structure in accordance with the provisions of this chapter. Roof coverings shall be designed and installed in accordance with this code and the approved manufacturer's instructions such that the roof covering shall serve to protect the building or structure.

1503.2 Flashing. Flashing shall be installed in such a manner so as to prevent moisture entering the wall and roof through joints in copings, through moisture-permeable materials and at intersections with parapet walls and other penetrations through the roof plane.

1503.2.1 Locations. Flashing shall be installed at wall and roof intersections, at gutters, wherever there is a change in roof slope or direction and around roof openings. Where flashing is of metal, the metal shall be corrosion resistant with a thickness of not less than 0.019 inch (0.483 mm) (No. 26 galvanized sheet).

1503.3 Coping. Parapet walls shall be properly coped with noncombustible, weatherproof materials of a width no less than the thickness of the parapet wall.

[P] 1503.4 Roof drainage. Design and installation of roof drainage systems shall comply with Section 1503 and the International Plumbing Code.

1503.4.1 Secondary drainage required. Secondary (emergency) roof drains or scuppers shall be provided where the roof perimeter construction extends above the roof in such a manner that water will be entrapped if the primary drains allow buildup for any reason.

1503.4.2 Scuppers. When scuppers are used for secondary (emergency overflow) roof drainage, the quantity, size, location and inlet elevation of the scuppers shall be sized to prevent the depth of ponding water from exceeding that for which the roof was designed as determined by Section 1503.4.1. Scuppers shall not have an opening dimension of less than 4 inches (102 mm). The flow through the primary system shall not be considered when locating and sizing scuppers.

1503.4.3 Gutters. Gutters and leaders placed on the outside of buildings, other than Group R-3, private garages and buildings of Type V construction, shall be of noncombustible material or a minimum of Schedule 40 plastic pipe.

1503.5 Roof ventilation. Intake and exhaust vents shall be provided in accordance with Section 1203.2 and the manufacturer's installation instructions.

1503.6 Crickets and saddles. A cricket or saddle shall be installed on the ridge side of any chimney or penetration greater than 30 inches (762 mm) wide as measured perpendicular to the slope. Cricket or saddle coverings shall be sheet metal or of the same material as the roof covering.



Quality You Can
Trust...From
North America's
Largest Roofing
Manufacturer*

TIMBERLINE
LIFETIME HIGH DEFINITION[®] SHINGLES

INSTALLATION INSTRUCTIONS

Timberline[®] Shingles North America's #1-Selling Shingle!

GENERAL INSTRUCTIONS

- **MATERIAL SAFETY DATA SHEETS:** When using GAF products, e.g., shingles, underlayments, plastic cement, etc., please refer to the applicable MSDS. The most current versions are available at www.gaf.com. GAF does not provide safety data sheets or installation instructions for products not manufactured by GAF. Please consult the material manufacturer for their MSDS and installation instructions where appropriate.
- **ROOF DECKS:** Use minimum 3/8" (10 mm) plywood or OSB decking as recommended by APA-The Engineered Wood Assn. Wood decks must be well-seasoned and supported having a maximum 1/8" (3 mm) spacing, using minimum nominal 1" (25 mm) thick lumber, a maximum 6" (152 mm) width, having adequate nail-holding capacity and a smooth surface. Do NOT fasten shingles directly to insulation or insulated deck unless authorized in writing by GAF. Roof decks and existing surfacing material must be dry prior to application of shingles.
- **UNDERLAYMENT (LEAK BARRIER):** Install GAF Leak Barrier at the eaves in localities where leaks may be caused by water backing up behind ice or debris dams.
- **UNDERLAYMENT (ROOF DECK PROTECTION):** Underlayment beneath shingles has many benefits, including helping to prevent wind-driven rain from reaching the interior of the building and to prevent sap in some wood decking from reacting with asphalt shingles. Underlayment is also required by many code bodies and is required to maintain the shingles' UL Class A fire rating. When an underlayment is installed, use a breather-type underlayment, such as GAF Shingle-Mate[®] or Deck-Armor[™] Underlayments. GAF Tiger Paw[™] Underlayment, with its moisture control design, can also be used. Always have a design professional review ventilation requirements when using a moisture control design underlayment.
- **FASTENERS:** Use only zinc-coated steel or aluminum, 10-12 gauge, barbed, deformed, or smooth shank roofing nails with heads 3/8" (10 mm) to 7/16" (12 mm) in diameter. Fasteners should be long enough to penetrate at least 3/4" (19 mm) into wood decks or just through the plywood decks. Fasteners must be driven flush with the surface of the shingle. **Overdriving will damage the shingle.** Raised fasteners will interfere with the sealing of the shingles and can back out.
- **ASPHALT PLASTIC CEMENT:** Use asphalt plastic cement conforming to ASTM D4586 Type I or II.
- **WIND RESISTANCE/HAND SEALING:** These shingles have a special thermal sealant that firmly bonds the shingles together after application when exposed to sun and warm temperatures. Shingles installed in fall or winter may not seal until the following spring. If shingles are damaged by winds before sealing or are not exposed to adequate surface temperatures, or if the self-sealant gets dirty, the shingles may never seal. Failure to seal under these circumstances results from the nature of self-sealing shingles, and is not a manufacturing defect. If shingles are to be applied during PROLONGED COLD periods or in areas where airborne dust or sand can be expected before sealing occurs, the shingles MUST be hand sealed. See Nailing Instructions / Hand Sealing.
- **MANSARD AND STEEP SLOPE APPLICATIONS:** For roof slopes greater than 21° per foot (1750 mm/m), shingle must be hand sealed. DO NOT use on vertical side walls.
- **RELEASE FILM:** Plastic film strips are present either on the back or face of each shingle. The film strips are to prevent shingles from sticking together while in the bundle. Do not remove the film strip before or during the application.
- **THROUGH VENTILATION:** For optimal shingle life and to help prevent mold growth, all roof structures must have through ventilation to prevent entrapment of moisture-laden air behind roof sheathing. Ventilation must be designed to meet or exceed current F.H.A., H.U.D., or local code minimum requirements. Note: Minimum net free ventilation area of 1 sq. foot per 150 sq. feet (1 sq. meter per 150 sq. meters) of ceiling area is required. When vents are located at the eaves and near the roof's peak (balanced) for maximum air flow, ventilation may be reduced to 1 sq. foot per 300 sq. feet (1 sq. meter per 300 sq. meters).
- **EXPOSED METAL:** Paint all exposed metal surfaces (flashing, vents, etc.) with matching GAF ShingleMatch[™] Roof Accessory Paint for best appearance.
- **NOTE:** All drawings not drawn to scale

**BUILDING PERMIT
CITY OF RAPID CITY**

300 SIXTH STREET - RAPID CITY, SD 57701 (605) 394-4120
For Inspections (605) 394-4157

PERMIT TYPE: RESIDENTIAL
PERMIT SUBTYPE: 435 RES ROOFING
PERMIT DESCRIPTION: REROOF WITH DISSSIMILAR MATERIALS

Permit Number: CIBP13-0473
DATE ISSUED: 28-Feb-2013

Printed: 7/2/2014 10:58 am

PROPERTY INFORMATION		CONTRACTOR INFORMATION	
PROPERTY ADDRESS: 3210 KIRKWOOD DR OWNER : LARSON/ROSS DAVID S DENISE ADDRESS: 3210 KIRKWOOD DR RAPID CITY, SD 57702-494 TEL: BLOCK: 2 LOT 16P REVISED SECTION-TOWNSHIP-RANGE: 8-1N-7E SUBDIVISION: CHAPEL LANE VILLAGE PIN NO::37-08-481-027 TAX ID NO::55204 ZONING: LDR-1 LOT SIZE: 0.16 INSIDE RAPID CITY OUTSIDE HISTORIC DIST. DRAINAGE BASIN: 314 FLOODWAY: FLOOD DFIRM: X DWELLINGS UNITS: 0 OCCUPANCY LOAD: OCCUPANCY GROUP: DWELLING CONSTRUCTION TYPE: 5-B NUMBER OF STORIES: BATHROOMS: BEDROOMS: STRUCTURE SQ/FT 0 FUNDING SOURCE: PUBLIC		CONTRACTOR JAMES STEELE CONSTRUCTION 2927 EVERGREEN DR RAPID CITY, SD 57702 TEL (605)348-0156	
		FEE INFORMATION	
		ESTIMATED COST \$5,300	
		TOTAL FEE	
APPLICANT INFORMATION			
JAMES STEELE CONSTRUCTION 2927 EVERGREEN DR RAPID CITY, SD 57702 (605)348-0156			
_____	_____	_____	_____
SIGNATURE OF APPLICANT	DATE	APPROVED BY	DATE

proposal

12251

JAMES S. STEELE CONST. CO., INC.
2927 EVERGREEN DRIVE
Rapid City, SD 57702-5052

605-348-0156

⓪: Dave Larson & Denise Ross
3210 Kirkwood Dr.
Rapid City, SD 57702

PHONE 430-0681	DATE 1/12/2013
JOB NAME / LOCATION Ross & Larson roof 3210 Kirkwood Dr. Rapid City, SD 57702	
JOB NUMBER 12251	JOB PHONE 430-0681

⓪ hereby submit specifications and estimates for:

PRICE INCLUDES LABOR, MATERIAL, PERMIT AND TAX

1. Remove shakes, felt and nails from roof and dispose of waste.
2. New winderguard, 30lb. felt, gutter apron and roof edge.
3. New Lifetime shingles, color by owner.

PRICE \$14,640.00
TAX 425.00

TOTAL \$15,065.00

Handwritten:
Paid 1-22-13
2975
\$5065.00
[Signature]

⓪ **Propose** hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:

Fifteen Thousand Sixty Five and 00/100 Dollars dollars (\$) 15,065.00
payment to be made as follows:

Five Thousand Sixty Five and 00/100 Dollars on acceptance, Five Thousand and 00/100 Dollars when roof is removed and balance on completion.

material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications being extra costs will be excused only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or any beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our fees are fully covered by Worker's Compensation Insurance.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as outlined. Payment will be made as outlined above.

Authorized Signature

James S. Steele

Note: This proposal may be withdrawn by us if not accepted within

10 days.

Signature

James S. Steele

Signature

⓪ of Acceptance: _____

any state or federal laws. Permits presuming to give authority to violate or cancel the provisions of this code or any other ordinance shall not be valid.

15.04.230 Expiration of permits.

A. Every permit issued shall become invalid unless the work authorized by such commercial permit is commenced within 180 days after its issuance, or if the work authorized by such commercial permit is suspended or abandoned for a period of 180 days after the time the work is commenced, except roofing permits, which shall expire 30 days from issuance. The Building Official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days for commercial permits and 30 days for commercial roofing permits. The extension shall be requested in writing and justifiable cause demonstrated. The time requirements of this section do not operate to change timelines established in any notice and/or order issued by the Building Official or his designee.

B. In order to renew action on an expired permit, the Building Official may charge an additional permit fee. The formula to determine the fee amount will be determined by resolution of the Common Council. Renewal permits shall be valid for a time period not to exceed one year and shall be so marked. No permit may be renewed more than once without approval from the Building Official. After all extensions have expired, the applicant must submit a new application and must comply with the relevant construction code(s) in effect at the time of the new application.

15.04.240 Suspension or revocation.

The Building Official may, in writing, suspend or revoke a permit issued under the provisions of this title whenever the permit is issued in error or on the basis of incorrect information supplied, or in violation of any ordinance or regulation or any of the provisions of this code or the Adopted Construction Codes. The Building Official may similarly revoke a permit issued in case of any false statement or misrepresentation of fact in the application or on the construction documents upon which the permit or approval was based.

15.04.250 Inspections generally.

A. All construction or work for which a permit is required shall be subject to inspection by the Building Official or designee, and all such construction or work shall remain accessible and exposed for inspection purposes until approved by the Building Official. In addition, certain types of construction shall have special inspection as specified in the Adopted Construction Codes.

B. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code, the Adopted Construction Codes, or other city ordinances. Inspections presuming to give authority to violate or cancel the provisions of this code, the Adopted Construction Codes, or other city ordinances shall not be valid.

Print

Rapid City, SD Code of Ordinances

15.04.300 Violations and penalties.

A. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building or structure or cause or permit the same to be done in violation of this title.

B. If the owner, contractor, lessee, firm, corporation or other individuals(s) responsible for the violation shall fail to make such changes, alterations or repairs within the time set forth in the notice of violation, and no extension of such time has been procured, the Director of Community Planning and Development or his or her duly authorized representatives shall forward such evidence of violations to the Office of the City Attorney for proper legal action.

C. Any person who shall commence any building work for which a permit is required by this code without first having obtained a permit therefor shall, if subsequently permitted to obtain a permit, pay double the permit fee fixed by this section for the work; provided, however, that, this provision shall not apply to emergency work when it shall be proved to the satisfaction of the Building Official that the work was urgently necessary and that it was not practical to obtain a permit therefor before the commencement of the work. In all such cases, a permit must be obtained as soon as it is practical to do so, and if there be an unreasonable delay in obtaining the permit, a double fee as herein provided shall be charged.

(Ord. 5959 (part), 2013: Ord. 5889 (part), 2013)

15.04.310 Notice of violation.

The Building Official or his or her duly authorized representatives shall, upon substantiated evidence of violation of any provision of this title, issue written notice to the owner, contractor, lessee, firm, corporation or other individual(s) responsible for the violation to correct same. Such corrective work shall start within 30 days and finish within 60 days, or as otherwise determined by the Building Official. Any corrective work related to a roofing permit must be finished within 30 days.

(Ord. 5959 (part), 2013: Ord. 5889 (part), 2013)

15.04.320 Penalty.

Any person violating this title shall be subject to the general penalty provision of § 1.12.010. Every such person, persons, firm or corporation shall be deemed guilty of a separate offense for every day on which such violation shall continue.

(Ord. 5959 (part), 2013: Ord. 5889 (part), 2013)

SUBMITTED

BY

JAMES S. STEELE

STEELE

CONSTRUCTION



CITY OF RAPID CITY

RAPID CITY, SOUTH DAKOTA 57701-5035

Community Planning & Development Services

300 Sixth Street

Brad Solon, Division Manager
Community Planning & Development Services
city web: www.rcgov.org

Phone: 605-394-4120
Fax: 605-394-6636
e-mail: brad.solon@rcgov.org

October 23, 2013

James Steele Construction Inc
2927 Evergreen Dr
Rapid City, SD 57702

Re: Complaint Follow-up, Rapid City, SD

Dear James Steele Construction,

The Rapid City Building Board recently heard a complaint involving James Steele Construction for a reroofing project and alteration the home at 3210 Kirkwood Dr, Rapid City. The Board requests the following information from James Steele Construction regarding the work:

- Were the shingles/nails/felt installed per the manufacturer's instructions?, *yes*
- Did the manufacturer provide written approval of the installation?, and *yes*
- Was the rough opening altered at the skylights? *yes*

The complaint states that all the roofing materials were not removed prior replacement, *not true* that the nails were improperly driven so the shingles are not correctly installed and that the rough opening at the skylight was altered – so a building permit would be required. Please provide a written response to these questions to this office on or before November 1st, 2013.

Your cooperation in this matter is greatly appreciated.

Please contact me if you have any questions.

Sincerely,

Brad Solon
Division Manager
Building Services



EQUAL HOUSING
OPPORTUNITY

EQUAL OPPORTUNITY EMPLOYER

James S. Steele Construction Company, Inc.

2927 Evergreen Drive
Rapid City, SD 57702
PHONE (605) 348-0156 FAX (605) 348-0156

NOVEMBER 6, 2013

RÉ: DENISE ROSS & DAVID LARSON

3210 KIRKWOOD DR.

RAPID CITY, SD 57702

RECEIVED

NOV 08 2013

RAPID CITY COMMUNITY PLANNING
& DEVELOPMENT SERVICES

TO THE CITY OF RAPID CITY, ATTENTION BRAD

Contracts #12251 & #12255 for the Ross & Larson job were signed on 1-22-2013 & 2-20-2013.

We started the job shortly after the signing of the contracts. At the same time we started the job, I had to have emergency surgery.

The job went on as expected as I have an excellent crew of carpenters and roofers who worked hard to complete the job per code. We got a permit for the roof shingles but failed to get a permit for the skylight.

All of the work was done in a very professional manner and only after all of the work was completed and a final bill was presented to Ross & Larson, did they mention that they had concerns.

David Larson said that he had taken pictures of overdriven nails and that he had been on line and said that the nails that were provided by the shingle supplier were ONE (1) millimeter too small and that the warranty was void.

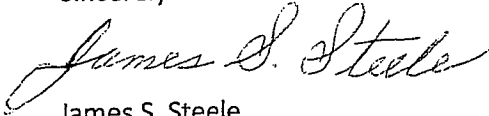
We had the shingle supplier, Allied Building Products, come out to the Ross & Larson house. Larson did show them some pictures of some overdriven nails. There was only one or two spots. Larson took several pictures of the same spot at different angles to make it appear that there were many. Allied Building Products also sent a representative from the manufacturer to address his statement about the nails being too small and the overdriven nails. The representative said everything was fine, gave them a copy of the warranty and told them that the warranty was not void.

Because of their concerns, even though there was no installation problem, I offered to repair any blown off shingles for a period of 5 years.

Larson said they would accept the job if I would accept \$5,000.00 less than the price on the contract. Plus he wanted me to agree to a most unreasonable warranty: For a period of 7 years the contractor or its successors will replace any section of roof damaged by wind, including labor & materials within 45 days of damage. For a period of 10 years the contractor or successors will compensate the customer for cleanup & repair of any water damage on interior of residence. Cleanup & repair to include replacement or restoration equal to or better than their condition before leak. At this point I told them I would never agree to anything so unreasonable and that I was going to put a lien on their house.

1. Shingles, flashing, felt and nails were installed per manufactures instructions.
2. Manufacturer provided proof that the warranty was in effect with the nailing.
3. Pictures shown by David Larson of blow through of shingles was not a warranty problem according to manufacturer.
4. Rough opening was altered at the skylights.
5. All roof materials were not removed completely, however, all new metal flashings were installed.
6. Ice and Water and a layer of 30 lb. felt was done as per manufactures instructions. The shingles were done correctly and since installation we have had 60 to 70 mile per hour winds and 18" of snow load on the roof with no problems.

Sincerely

A handwritten signature in cursive script that reads "James S. Steele". The signature is written in dark ink and is positioned above the printed name.

James S. Steele

DATE 5/8/2013

Dave Larson & Denise Ross
3210 Kirkwood Drive
Rapid City, SD 57702

ROOF

Total roof was sheeted with 1x6 pine boards instead of 1/2" OSB plywood.

The nails that penetrated the shingles was because the nails went into spaces between the boards. The felt was in place and the spaces between the boards was not visible. When a nail would hit between the 1x6 edge spacing, my roofer would put another nail above to secure the shingle.

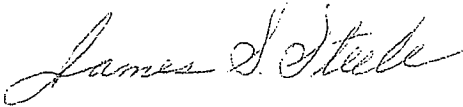
When re-roofing we always use 6 nails per shingle but we want to make you aware the required nailing can be between 4 to 6 nails per shingle. The shingles were installed properly and the 1x6 boards on the roof are the real problem.

Therefore, even though there is not an installation problem, we will agree to repair any blown off shingles for a period of 5 years.

The shingle rep that was sent to your house to visit on the shingles, said that he was not aware, at that time, that your roof was 1x6 pine and not OSB plywood. He said he would have had a different opinion on the nails penetrating the shingles had he known.

As you can clearly see by the papers included, your roof is under Warranty.

Thanks



James S. Steele
President

of squares

AGREEMENT

Contractor James Steele Construction between & customers David S. Larson and Denise Ross

Due to customer concerns regarding the workmanship performed during installation of a new roof at the residence, 3210 Kirkwood Drive, Rapid City, SD, 57702, in March 2013 (specific concerns outlined in attachment A)

and due to the contractor not removing existing felt on the roof as specified in the agreement signed before work commenced, which prevented the customers from inspecting the condition of the roofing material below the felt

and due to the contractor not removing existing flashing as specified in the agreement signed before work commenced

and due to minor damage caused by the contractor to a new window casement

and due to excessive dust that settled in parts of the house not in the direct vicinity of the work performed,

The contractor agrees to the following:

-For a period of seven years, from March 2013 to March 2020, the contractor or its successors will replace any section of roof damaged by wind, including labor and materials equivalent to existing roofing materials, in a timely fashion (within 45 days of the damage).

-For a period of 10 years, from March 2013 to March 2023, the contractor or its successors will compensate the customer for the cleanup and repair of any water damage suffered on the interior of the residence resulting from a leak in the roof. Cleanup and repair will include replacement or restoration of interior surfaces – walls, floors and ceilings – plus furniture and personal belongings to a condition equal to or better than their condition before the leak.

-Will provide a discount of \$5,000 on the total cost of the work performed at 3210 Kirkwood Drive, Rapid City, SD, in March 2013.

James Steele, James Steele Construction

David S. Larson

Denise Ross

Jim -

As indicated by GAF warranty, the job in question is still covered by GAF's shingle & accessory warranty.

Randy

Shingle and Accessory Warranty (English Version)

Updated: 1/12



Quality You Can Trust... From
North America's Largest Roofing Manufacturer!™

www.gaf.com

5-1-13

Jim -

As indicated by GAF warranty, the job in question is still covered by GAF's shingle & accessory warranty.

Randy Schmidt

**Shingle and Accessory Warranty
(English Version)**

Updated: 1/12

This job was 6 nailed which surpasses GAF's 4 nail pattern minimum nailing requirement.

Randy Schmidt
Allied Building Products
Outside Sales



Quality You Can Trust... From
North America's Largest Roofing Manufacturer!

www.gaf.com

Great Protection - The GAF Shingle & Accessory Limited Warranty

Great Protection - The GAF Shingle & Accessory Limited Warranty
 Congratulations! Thank you for purchasing asphalt shingles and/or accessories from GAF. North America's largest roofing manufacturer - your best and safest choice. While many factors can affect how long your shingles and accessories will last, this Shingle and Accessory Limited Warranty covers your asphalt shingles and accessories. Including GAF roof cap shingles, GAF starter strip shingles, GAF Leak Barrier Products, GAF Roof Deck Protection Products, and GAF Cores® Ventilation Products, to the unlikely event that they contain a manufacturing defect. It provides great coverage that is "no-questions-asked" during the crucial up-front period of your ownership (the Smart Choice® Protection Period) with continued coverage for extended periods of time afterwards. Note: This warranty does not cover low-slope membranes, MasterPine® Woodshake Products, and ShingleStar® Roof Accessory Parts. Please go to www.gaf.com for a copy of the limited warranties covering these products.

How Long Your Warranty Lasts
 Manufacturing Defects: GAF Lifetime Asphalt Shingles. Subject to the provisions below, all GAF Asphalt Shingles other than Starburst®, Royal Sovereign®, and Marquis® Woodshake® Shingles and Ridge Cap and Starter Strip Shingles carry a Lifetime warranty (as defined below) against manufacturing defects and a Smart Choice® Protection Period of 10 years.

Manufacturing Defects: Other GAF Asphalt Shingles, Marquis® Woodshake® Shingles are warranted against manufacturing defects for 30 years. Royal Sovereign® Shingles are warranted for 25 years, and Starburst® Shingles are warranted for 20 years. The Smart Choice® Protection Period is 5 years for Marquis® Woodshake® and Royal Sovereign® Shingles, and 3 years for Starburst® Shingles. The warranty term and Smart Choice® Protection Period for Ridge Cap and Starter Strip Shingles are described below.

Manufacturing Defects: GAF Accessories Used With Any Brand Of Lifetime Asphalt Shingles. When you install three or more of the GAF Accessory Products listed above on your roof with any brand of Lifetime Asphalt Shingles, your GAF Accessory Products carry a Lifetime warranty (as defined below) against manufacturing defects and a Smart Choice® Protection Period of 10 years. When you install less than three of the above-listed GAF Accessories on your roof with any brand of Lifetime Asphalt Shingles, your GAF Accessory Products carry a 40-year warranty against manufacturing defects and a Smart Choice® Protection Period of 5 years.

Manufacturing Defects: GAF Accessories Used With Any Other Asphalt Shingles. When you install one or more of the above-listed GAF Accessories on your roof with any brand of non-Lifetime Asphalt Shingles, your GAF Accessory Products carry a 25-year warranty against manufacturing defects and a Smart Choice® Protection Period of 5 years.

Definition of Lifetime: The word "Lifetime" means as long as you, the original owner (or your second owner, if coverage was properly transferred during the Smart Choice® Protection Period), own the property where the shingles and/or accessories are installed. The Lifetime warranty and 10-year Smart Choice® Protection Period are applicable only to shingles and accessories installed on a single family detached residence owned by individuals. For any other type of owner or building, such as a corporation, governmental entity, religious entity, condominium or homeowner association, school, apartment building, office building, or multi-use structure, the length of the warranty is 40 years and the Smart Choice® Protection Period is 5 years.

Factors That Void/Reduce/Alter Coverage: GAF Lifetime Shingles, Timberlok® Ridge Cap Shingles, and RidgeCap® Ridge Cap Shingles are warranted against failure to seal, blow-off, and wind damage for 15 years. All other shingles (other than starter strips) and other ridge cap shingles are covered for 5 years. There is no coverage for failure to seal/blow-off/wind damage for any other GAF accessory products.

Algae Resistance: All ShingleStar®-labeled Shingles and Ridge Cap Shingles are warranted against algae discoloration for 10 years. There is no coverage for algae discoloration for any other GAF accessory products.

Who is Covered by This Limited Warranty: Transferability
 You are covered by this warranty if you live in the United States or Canada and are the original owner (i.e., not a builder or installer) or the first subsequent owner if this warranty was properly transferred.

This Limited Warranty may be transferred only once. The second owner must notify GAF in writing within 60 days after the property transfer for warranty coverage to be reinstated. (After the first one transfer, this warranty may not be transferred or assigned directly or indirectly.) If the transfer takes place within the Smart Choice® Protection Period, the second owner is entitled to the same coverage as the original owner. If the transfer takes place afterwards, the length of this warranty shall be reduced to the two-year period after the ownership change. If there is a defect during this two-year period, GAF's reimbursement to the second owner will be based only on the reasonable cost of replacement shingles or applicable accessories, reduced by the amount of any cash that has been received from the shingles or applicable accessories from date of installation through the date of claim.

Manufacturing Defects: What is Covered/Not/Altered Exclusion/Remedy
 GAF Warranty Company, LLC, a subsidiary of GAF, warrants that your GAF Roofing Shingles will remain free from manufacturing defects that adversely affect their performance during the applicable Smart Choice® Protection Period or that cause leaks for the remainder of the applicable warranty term and that your GAF accessory products will remain free from manufacturing defects that adversely affect their performance during the applicable warranty term. Later failure to seal/blow-off/wind damage and algae discoloration are covered separately below.

(a) During the Smart Choice® Protection Period: GAF will pay you the full reasonable cost of labor to repair or re-cover any defective GAF Shingles or Accessories (including non-GAF accessories, metal work, or bedding) and will reimburse you for the reasonable cost of accessories or the reasonable cost of labor to repair or re-cover any defective GAF Shingles or Accessories, at GAF's option. GAF will not pay to tear off your shingles or accessories, or to dispose of them.

(b) After the Smart Choice® Protection Period: Labor will no longer be covered. GAF's contribution to you will be based on either providing you with replacement GAF Shingles or Accessories, or at GAF's choice, reimbursing you for the reasonable cost of replacement shingles or accessories. The amount of shingles, accessories, or reimbursement provided to you will be reduced to reflect the use you have received from your shingles or accessories. The amount of you will be calculated by dividing the number of months which have elapsed since installation to the date of claim by the number of months in the warranty term. For a Lifetime warranty, the number of months in the warranty term is deemed to be 600 for years 11 - 40 of the warranty term. For years 41 and beyond of a Lifetime warranty, GAF's contribution is 20%. For example, if you make a claim for Lifetime Shingles installed on a single family home after your shingles have been installed for 25 years (300 months), GAF's contribution will be reduced by 300/600 or 50%.

Factors That Void/Reduce/Alter Coverage: What is Covered/Not/Altered Exclusion/Remedy
 This Limited Feature to Seal/Blow-Off/Wind Damage Warranty is specifically conditioned on your shingles or ridge cap shingles being installed and installed strictly in accordance with GAF's application instructions. This warranty does not apply to starter strip shingles. GAF warrants to you that your GAF Shingles or Ridge Cap Shingles will not fail to seal, blow-off, or wind damage from which the shingles or ridge cap shingles would have resulted but not due to a manufacturing defect. If your shingles or ridge cap shingles do fail to seal, blow-off, or suffer wind damage, GAF will reimburse you for the reasonable costs of replacing the blow-off or damaged shingles or ridge cap shingles and labor, and covering any unsealed shingles or ridge cap shingles. Costs related to underlayment, metal work, and flashings are not included. GAF's maximum liability under this paragraph is to reimburse you for the cost of seal-sealing all of the shingles or ridge cap shingles on your roof.

Shingles	Wind Speed Coverage with special installation (mph / km/h)	Wind Speed Coverage without special installation (mph / km/h)
All GAF Lifetime shingles	130/208*	110/175
Marquis® Woodshake®	80/130	80/130
Royal Sovereign® & Starburst®	80/68	60/98

Ridge Cap Shingles	Wind Speed Coverage with special installation (mph / km/h)	Wind Speed Coverage without special installation (mph / km/h)
Timberlok® & RidgeCap®	130/208**	110/175
All other GAF ridge cap shingles	90/144**	70/112

*Your shingles will be covered up to the maximum wind speed above ONLY if your shingles are installed using 4 nails per shingle and you have GAF Starter Strip Products installed at the correct seal nicks.

**Your ridge cap shingles will be covered up to the maximum wind speed above ONLY if your ridge cap shingles are installed in strict accordance with the "Maximum Wind Speed Coverage Under Ltd. Warranty" section of the applicable ridge cap shingle application instructions.

Note: All seal-sealing shingles and ridge cap shingles, including GAF's, must be exposed to warm, sunny conditions for several days before they completely seal. Before sealing occurs, shingles and ridge cap shingles are vulnerable to blow-offs and wind damage. Shingles and ridge cap shingles installed in Fall or Winter may not seal until the following Spring. Shingles or ridge cap shingles which are not exposed to direct sunlight or seal, failure to seal, blow-off, and wind damage under these circumstances result from the nature of seal-sealing shingles and ridge cap shingles, not a manufacturing defect, and are not covered under the warranty.

Algae Discoloration: What is Covered/Not/Altered Exclusion/Remedy
 This ShingleStar® Limited Warranty applies only to shingles and ridge cap shingles sold in packages bearing the ShingleStar® logo. GAF warrants to you that blue-green algae (also known as cyanobacteria) will not cause a pronounced discoloration of your ShingleStar®-labeled Shingles or Ridge Cap Shingles. During the first year, if your ShingleStar®-labeled Shingles or Ridge Cap Shingles exhibit a pronounced discoloration caused by blue-green algae, GAF's contribution will be either the reasonable cost of commercially cleaning your shingles or ridge cap shingles or, at GAF's option, replacing discolored shingles or ridge cap shingles, up to a maximum of the original cost of the affected shingles or ridge cap shingles. During the remainder of the ShingleStar® Limited Warranty period, GAF's contribution to you will be reduced to reflect the amount of use you have received from the shingles or ridge cap shingles since your shingles or ridge cap shingles were installed (100% reduced by a percentage equal to the number of months from the installation date to the date of claim divided by 120). Note: Preventing pronounced algae-related discoloration of your shingles or ridge cap shingles is achieved through maintenance or through organic growth of fungus.

What is Not Covered
 Even if your shingles or accessories were not properly installed according to GAF's application instructions or to standard good roofing practices, this Limited Warranty remains in effect. However, GAF will NOT compensate you for:

- (1) Damage resulting from anything other than an inherent manufacturing defect in your shingles or accessories, such as:
 - (a) Improper fastening of your shingles or accessories or application not in strict accordance with GAF's printed application instructions, if the improper installation was the cause of the damage.
 - (b) Settlement, movement, or defects in the building, walls, foundation, or the roof base over which the shingles or accessories were applied.
 - (c) Inadequate attic ventilation.
- (2) Damage resulting from causes beyond normal wear and tear, such as:
 - (a) acts of nature, such as hail, fire, winds (including gusts) over the applicable wind speed listed above, or ice damming above the areas of your roof deck covered by a GAF Waterproof Leak Barrier.
 - (b) impact of foreign objects or traffic on the roof.
 - (c) improper cleanup or handling of shingles or accessories.
- (3) Shaling or variations in the color of your shingles or ridge cap shingles or discoloration or contamination caused by fungus, mold, bird, insect, algae (except for blue-green algae if your shingles or ridge cap shingles were labeled with the ShingleStar® logo), or other contaminants, including that caused by organic materials on the roof.
- (4) Labor costs, except as specifically provided for above, disposal costs, tear-off costs, and costs related to underlayment (unless your claim involves a manufacturing defect in a GAF Underlayment, metal work, and flashings).
- (5) Damage to the interior or exterior of the building, including, but not limited to, mold growth.

Other Lifetime/Non-Lifetime Coverage
 Decisions as to the extent of repair, re-cover, or cleaning required, and the reasonable cost of such work, will be made solely by GAF. GAF reserves the right to attempt directly for your shingles or accessories to be repaired, re-covered, or cleaned instead of reimbursing you for such work. The remedy under this warranty is available only for those shingles and accessories actually exhibiting manufacturing defects or algae discoloration at the time your claim is notified. Any replacement shingles or accessories will be warranted only for the remainder of the original warranty period. GAF reserves the right to discontinue or modify its shingles or accessories, including the colors available, to any replacement shingles or accessories may not be as exact matches for the shingles or accessories as your roof. Even if GAF does not modify a color, replacement shingles or accessories may not match your original shingles or accessories due to normal weathering, manufacturing variations, or other factors.

Claims: What You Must Do
 You must notify GAF about your claim within 30 days after you notice a problem and provide proof of the date your shingles or accessories were applied and that you were the owner at that time (or that the warranty was properly transferred to you). If you are claiming a Lifetime warranty on any GAF Accessories, you must also provide proof of the date your three or more GAF Accessories and Lifetime Shingles were applied. You must either call GAF at 1-800-458-1880 about your claim, or send a notice to GAF in writing to: GAF Warranty Service Department, 1361 Alton Road, Wayne, New Jersey 07470, USA. You will then be provided with complete details about submitting your claim. GAF may require you to send to GAF, at your expense, samples of shingles or accessories for testing and photography. Within a reasonable time after proper notification, GAF will evaluate your claim and resolve it in accordance with the terms of this warranty. Any claim for shingles or accessories which have been replaced before notifying GAF of your claim may be denied. NOTE: Neither a year estimator, dealer, or media retailer is NOT authorized by GAF. You should retain this warranty for your records in the unlikely event that you need to file a claim.

Sole and Exclusive Warranty
 THIS WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, WHETHER BY STATUTE, AT LAW OR IN EQUITY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This written warranty is your exclusive warranty from GAF and represents the SOLE REMEDY available to any owner of GAF Shingles or Accessories. GAF makes NO OTHER REPRESENTATIONS, CONDITIONS, GUARANTEES, OR WARRANTIES of any kind other than that stated herein. GAF WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL, OR OTHER SIMILAR DAMAGES OF ANY KIND, INCLUDING DAMAGE TO THE INTERIOR OR EXTERIOR OF ANY BUILDING, whether by breach of this warranty, negligence, strict liability or tort, or for any other cause. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you.

Modification of Warranty
 This Limited Warranty may not be changed or modified except in writing, signed by an officer of GAF. No one (other than an officer of GAF) has the authority to assume any additional liability or responsibility for GAF in connection with your shingles or accessories except as described in this warranty. This warranty gives you specific legal rights, and you may have other rights which vary from jurisdiction to jurisdiction. (Note: Warranties subject to change. For current information, visit www.gaf.com or write to GAF at 1361 Alton Road, Wayne, NJ 07470, USA. Attn: Warranty Service Department.)

Effective Date
 This Limited Warranty is effective for GAF Asphalt Shingles and GAF Accessories installed after January 1, 2012.

Owner Warranty Record

To be completed by owner and contractor. Keep this warranty record with your contractor's receipt for future reference. DO NOT SEND TO GAF.



GAF Shingle & Accessory Ltd. Warranty Registration Form

Please register online at www.gaf.com/registermywarranty or complete the information below, detach this form, and mail to GAF, P.O. Box 395, Ingomar, PA 15127-0395 USA. (Note: Registration is not required for warranty coverage.)

Owner's Name _____ Phone (____) _____

Address _____

City _____ State/Province _____ Zip Code/PC _____

Address of building, if different _____

City _____ State/Province _____ Zip Code/PC _____

Contractor's Name _____

Address _____

City _____ State/Province _____ Zip Code/PC _____

Contractor's Phone (____) _____ New Construction _____ Re-roofing _____

Shingles Installed:

Lifetime Shingles:	<input type="checkbox"/> Timberlok®	<input type="checkbox"/> Grand Sequoia®	Non-Lifetime Shingles:	To assist other homeowners who may be interested in viewing homes with your color and style of shingle, we would like to include your address in our national database. No information other than your address, shingle style, and color will be released.
<input type="checkbox"/> Timberline®	<input type="checkbox"/> Marquis® HD*	<input type="checkbox"/> Grand States™		
<input type="checkbox"/> Timberline® Prestige® 80	<input type="checkbox"/> Country Mansion®	<input type="checkbox"/> Grand States™	<input type="checkbox"/> Marquis® Woodshake®	<input type="checkbox"/> Yes, GAF may include me in its database to assist other homeowners. <input type="checkbox"/> No, please do not include me.
<input type="checkbox"/> Timberline® Prestige® 40	<input type="checkbox"/> Grand States™	<input type="checkbox"/> Camelot®	<input type="checkbox"/> Country Mansion®	
<input type="checkbox"/> Timberline® ArmorShield™ II	<input type="checkbox"/> Camelot® 30	<input type="checkbox"/> Camelot® II	<input type="checkbox"/> Country Mansion® II	
<input type="checkbox"/> Timberline® Cool Series	<input type="checkbox"/> Camelot® 30	<input type="checkbox"/> Camelot® II	<input type="checkbox"/> Grand States™ II	
<input type="checkbox"/> Timberline® Prestige® Lifetime	<input type="checkbox"/> Camelot® 30	<input type="checkbox"/> Camelot® II	<input type="checkbox"/> Grand States™ II	
<input type="checkbox"/> Timberline® Ultra HD™	<input type="checkbox"/> Camelot® 30	<input type="checkbox"/> Camelot® II	<input type="checkbox"/> Grand States™ II	
<input type="checkbox"/> Timberline® American Harvest	<input type="checkbox"/> Camelot® 30	<input type="checkbox"/> Camelot® II	<input type="checkbox"/> Grand States™ II	
<input type="checkbox"/> Capstone®	<input type="checkbox"/> Camelot® 30	<input type="checkbox"/> Camelot® II	<input type="checkbox"/> Grand States™ II	
<input type="checkbox"/> Stateline®	<input type="checkbox"/> Camelot® 30	<input type="checkbox"/> Camelot® II	<input type="checkbox"/> Grand States™ II	
	<input type="checkbox"/> Camelot® 30	<input type="checkbox"/> Camelot® II	<input type="checkbox"/> Grand States™ II	
	<input type="checkbox"/> Camelot® 30	<input type="checkbox"/> Camelot® II	<input type="checkbox"/> Grand States™ II	
	<input type="checkbox"/> Camelot® 30	<input type="checkbox"/> Camelot® II	<input type="checkbox"/> Grand States™ II	

Number of Squares _____ Color _____

Date of Installation _____ Cost of Installation _____

Homeowner's Signature _____

Note: In Canada, only the GAF and Timberlok® logos are registered trademarks.

Owner's Name _____

Address Where Installed _____

City _____

State/Province _____ Zip Code/PC _____

Contractor's Name _____

City _____

State/Province _____ Zip Code/PC _____

Contractor's Phone (____) _____

Shingle Installed:

Lifetime Shingles:	<input type="checkbox"/> Timberlok®	<input type="checkbox"/> Grand Sequoia®	Non-Lifetime Shingles:
<input type="checkbox"/> Timberline®	<input type="checkbox"/> Marquis® HD*	<input type="checkbox"/> Grand States™	
<input type="checkbox"/> Timberline® Prestige® 80	<input type="checkbox"/> Country Mansion®	<input type="checkbox"/> Grand States™	<input type="checkbox"/> Marquis® Woodshake®
<input type="checkbox"/> Timberline® Prestige® 40	<input type="checkbox"/> Grand States™	<input type="checkbox"/> Camelot®	<input type="checkbox"/> Country Mansion®
<input type="checkbox"/> Timberline® ArmorShield™ II	<input type="checkbox"/> Camelot® 30	<input type="checkbox"/> Camelot® II	<input type="checkbox"/> Country Mansion® II
<input type="checkbox"/> Timberline® Cool Series	<input type="checkbox"/> Camelot® 30	<input type="checkbox"/> Camelot® II	<input type="checkbox"/> Grand States™ II
<input type="checkbox"/> Timberline® Prestige® Lifetime	<input type="checkbox"/> Camelot® 30	<input type="checkbox"/> Camelot® II	<input type="checkbox"/> Grand States™ II
<input type="checkbox"/> Timberline® Ultra HD™	<input type="checkbox"/> Camelot® 30	<input type="checkbox"/> Camelot® II	<input type="checkbox"/> Grand States™ II
<input type="checkbox"/> Timberline® American Harvest	<input type="checkbox"/> Camelot® 30	<input type="checkbox"/> Camelot® II	<input type="checkbox"/> Grand States™ II
<input type="checkbox"/> Capstone®	<input type="checkbox"/> Camelot® 30	<input type="checkbox"/> Camelot® II	<input type="checkbox"/> Grand States™ II
<input type="checkbox"/> Stateline®	<input type="checkbox"/> Camelot® 30	<input type="checkbox"/> Camelot® II	<input type="checkbox"/> Grand States™ II
	<input type="checkbox"/> Camelot® 30	<input type="checkbox"/> Camelot® II	<input type="checkbox"/> Grand States™ II
	<input type="checkbox"/> Camelot® 30	<input type="checkbox"/> Camelot® II	<input type="checkbox"/> Grand States™ II

Number of Squares _____ Color _____

StainGuard® labeled? Yes No

Date of Installation _____

Total cost of shingles and installation _____

Contractor's Signature _____

Owner's Signature _____

Date _____

©2012 GAF I/12 RESWT160

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discolored shingles or ridge cap shingles, up to a **maximum** of the original cost of the affected shingles or ridge cap shingles. During the remainder of the StainGuard® Limited Warranty period, GAF's contribution to you will be reduced to reflect the amount of use you have received from your shingles or ridge cap shingles since your shingles or ridge cap shingles were installed (100%, reduced by a percentage equal to the number of months from the installation date to the date of claim divided by 120). **Note:** Preventing pronounced algae-related discoloration of your shingles or ridge cap shingles is achieved through formulations or through unique blends of granules.

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What Is Not Covered

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Even if your shingles or accessories were not properly installed according to GAF's application instructions or to standard good roofing practices, this Limited Warranty remains in effect. However, GAF will **NOT** compensate you for:

Warranty Registration Form

stermywarranty or complete the information below, detach this

O
Tc

Permit #: CIBP13-0473 Permit #: CIBP13-0473

Description: REROOF WITH DISSIMILAR MAT. DS
Applicant: JAMES STEELE CONSTRUCTION IS
Type: RESIDENTIAL BS
Subtype: 435 RES ROOFING MP
Status: FINLED Extended

Applied: 02/28/2013
Approved: 02/28/2013
Issued: 02/28/2013
Finalized: 03/04/2013
Expiration:

Pin Number: [Field]
Address: RIVERWOOD DR
City/State/Zip: RAPID CITY SD 57702
Owner: LARSON/ROSS DAVID S.
Subdivision: CIMPEL LAKE VILLAGE
Tract: [Field] [Field] [Field]

Owner: LARSON/ROSS DAVID S. **Contractor:** JAMES STEELE CONSTRUCTION **Applicant:** JAMES STEELE CONSTRUCTION

Inspection Type	Inspector	City	Scheduled Date	Time	Completed Date	Time	Result	Duration
B ROOFING	Mike Pulkrabek	RAPID CITY	03/01/2013		03/01/2013		Completed	0
							RDY IN A	

James S. Steele Construction Company, Inc.

2927 Evergreen Drive
Rapid City, SD 57702

PHONE (605) 348-0156 FAX (605) 348-0156

Date 4-1-2013

STATEMENT

Dave Larson & Denise Ross
3210 Kirkwood Dr.
Rapid City, SD 57702

Contract #12255 \$11,830.00
Paid Ck. #2986 - 6,000.00
Balance Due \$ 5,830.00

Contract #12251 \$15,065.00
Paid Ck. #2975 5,065.00
Balance Due \$10,000.00

Contract #12254 \$ 881.00
Balance Due \$ 881.00

Contract #12253 \$ 1,819.00
Balance Due \$ 1,819.00

TOTAL BALANCE DUE \$18,530.00

Construction permit

From Wikipedia, the free encyclopedia

A **construction permit** or **building permit** is a permit required in most jurisdictions for new construction, or adding onto pre-existing structures, and in some cases for major renovations. Generally, the new construction must be inspected during construction and after completion to ensure compliance with national, regional, and local building codes. Failure to obtain a permit can result in significant fines and penalties, and even demolition of unauthorized construction if it cannot be made to meet code.

Economic impact of building permits

Since building permits usually precede outlays for construction, employment, financing and even furnishings, they are often a leading indicator for developments in the rest of the economy.

Broadcasting

As part of broadcast law, the term is also used in broadcasting, where individual radio and television stations typically must apply for and receive permission to construct radio towers and radio antennas. This type of construction permit is issued by a national broadcasting authority, but does *not* imply zoning any other permission that must be given by local government. The permit itself also does not necessarily imply permission to actually operate the station once constructed. This is provided by a separate broadcasting licence, also called a "license to cover" by the Federal Communications Commission (FCC) in the United States. Further permission or registration for towers may be needed from aviation authorities.

In the U.S., construction permits for commercial stations are now assigned by auction, rather than the former process of determining who would actually serve the community of license best. If the given frequency allocation is sought by at least one non-commercial educational (NCE) applicant, or is on an NCE-reserved TV channel or in the FM reserved band, the comparative process still takes place, though the FCC refuses to consider which radio format the applicants propose.

In Canada, the Canadian Radio-television and Telecommunications Commission maintains a comparative process in issuing permits, ensuring that a variety of programming is available in each area, and that as many groups as possible have access to free speech over radio waves.

In the England and Wales, erecting a radio transmitter would be subject to local council planning permission.

See also

- List of Economic Reports by US Government Agencies

Retrieved from "http://en.wikipedia.org/w/index.php?title=Construction_permit&oldid=618556308"

Categories: [Construction terminology](#) | [Building](#) | [Economic indicators](#) | [Broadcast law](#)
| [Construction law](#)

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CITY OF RAPID CITY

RAPID CITY, SOUTH DAKOTA 57701-5035

Growth Management Department
300 Sixth Street
605-394-4157 • Fax 605-394-6636

RESIDENTIAL RE-ROOF

BUILDING PERMIT INFORMATION FOR 1 & 2-FAMILY DWELLINGS

Tear-off of Existing Roofing

- Placing new roofing over existing roofing is **NOT** allowed when using asphalt shingles, wood shakes or slate, clay, cement or asbestos-cement tiles. Code requires the existing roofing materials to be removed prior to the placement of the new roofing materials.

Roof Decking or Sheathing

- Roof decking is the actual wood attached to the roof trusses or rafters. The decking must be checked prior to re-roofing and repairs, or replaced if rotted or unsound. Replacement decking shall conform to the requirement of the building code.

Roof Pitch

- The angle at which a roof is constructed is called a pitch. Pitch is normally expressed as a ratio (2/12, 3/12, and 4/12). A 4/12-pitch roof has 4" vertical for every 12" of horizontal.

Fasteners

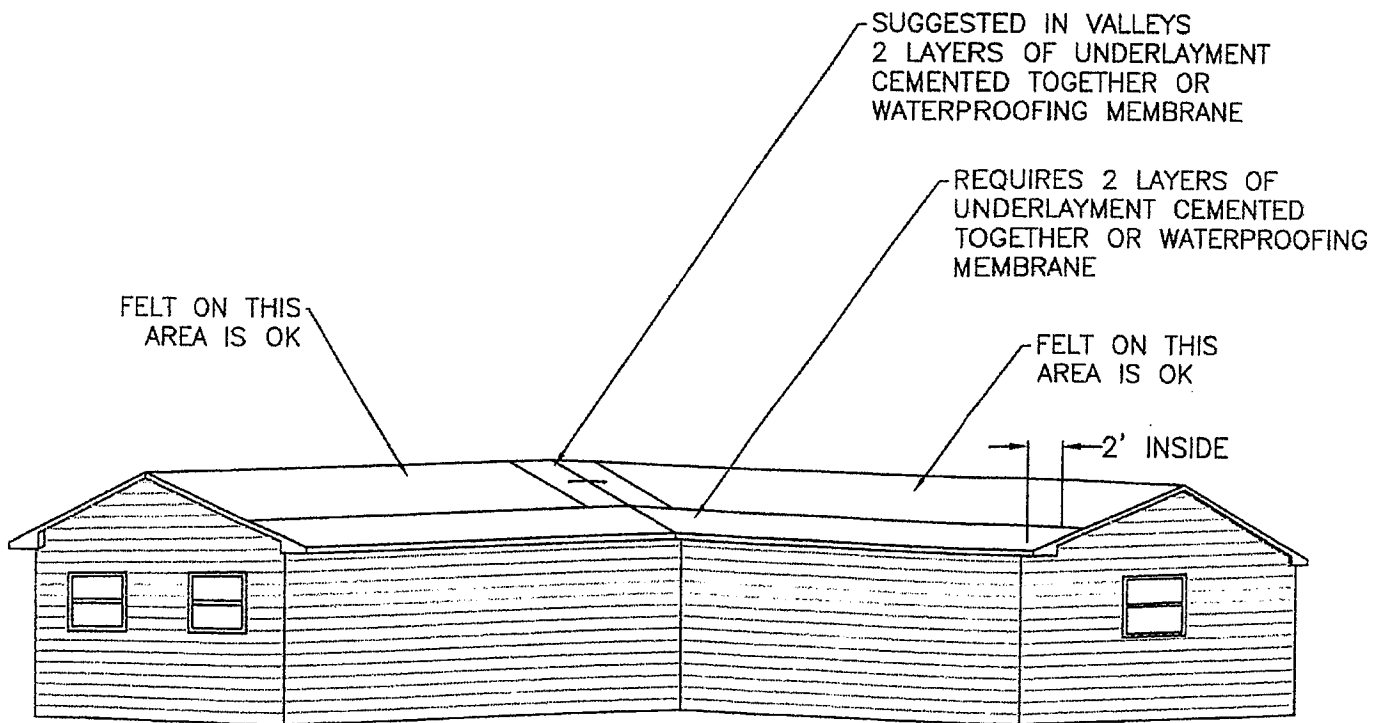
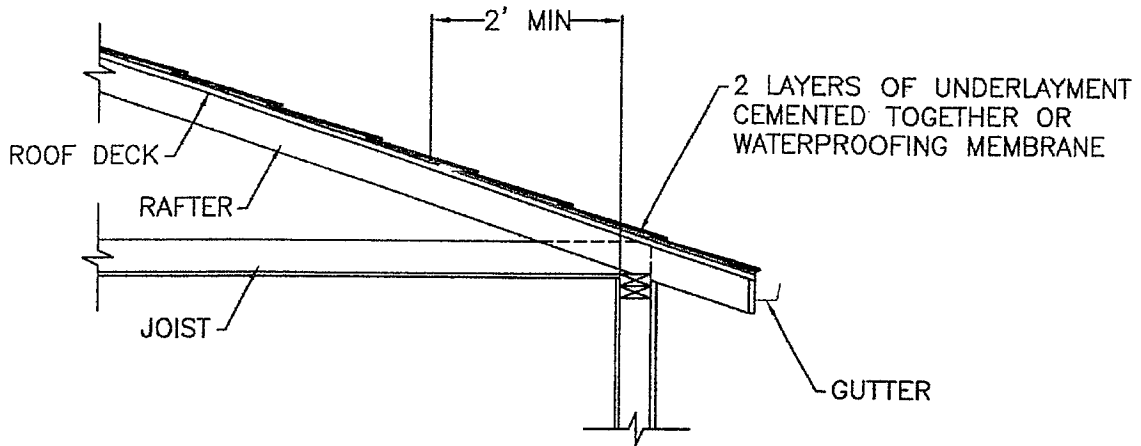
- Asphalt shingles must have the minimum number of fasteners as required by the manufacturer.
 - For normal applications (up to a 20/12 pitch) a minimum of 4-fasteners is required per strip shingle of 2-fasteners for individual shingle
 - For roof pitches exceeding 20/12 pitch special methods of fastening are required per manufacturer's instructions.
- **Nails** – not less than 12 gauge shank with 3/8-inch diameter head.
- **Nails** shall be sufficient lengths to penetrate through roofing material and at least 3/4 inch into roof decking through the thickness of the decking; whichever is less.

Underlayment

- 2/12 to less than 4/12 pitch – 2 layers of 15 lb. felt (tarpaper) shall be applied in shingle fashion. Start with a 19-inch wide sheet and a 36-inch wide sheet over at the eaves, each subsequent sheet shall be lapped 19 inches horizontally and 4 inches vertically. All end laps shall be offset by 6 feet.
- 4/12 and over roof pitch – 1 layer of 15 lb. felt lapped 2 inches horizontally and 4 inches vertically. All end laps shall be offset by 6 feet.



PROTECTIVE ICE BARRIER



**Additional
Documents
provided by
Building Services**



CITY OF RAPID CITY

RAPID CITY, SOUTH DAKOTA 57701-5035

Community Planning & Development Services

300 Sixth Street

Brad Solon, Building Official
Development Service Center
City web: www.rcgov.org

Phone: 605-394-4120
Fax: 605-394-6636
e-mail: brad.solon@rcgov.org

July 2, 2014

Hearing Notice
First Class Mail

James S Steele Construction
2927 Evergreen Dr
Rapid City, SD 57702

Re: Notice of Hearing – License Appeal

Dear Jaime and James Steele,

The Rapid City Building Board will hear an appeal from Denise Ross and David Larson concerning the denial of a request for revocation of the license for James Steele Construction. You or your representative should attend this public meeting.

The next regular scheduled meeting of the Rapid City Building Board is Tuesday, July 8, 2014 at 7:30 AM. The meeting is held in the Third Floor East Conference Room at the City/School Administration Center, 300 6th Street, Rapid City.

Please call me if you have any questions.

Sincerely,


Brad Solon
Division Manager
Building Services
300 6th St
Rapid City, SD 57701



EQUAL HOUSING
OPPORTUNITY

EQUAL OPPORTUNITY EMPLOYER



CITY OF RAPID CITY

RAPID CITY, SOUTH DAKOTA 57701-5035

Community Planning &
Development Services
300 Sixth Street

Brad Solon, Building Official
Development Service Center
City web: www.rcgov.org

Phone: 605-394-4120
Fax: 605-394-6636
e-mail: brad.solon@rcgov.org

July 23, 2014

Hearing Notice
First Class Mail

James S Steele Construction
2927 Evergreen Dr
Rapid City, SD 57702

Re: Notice of Hearing – License Appeal


Dear Jaime and James Steele,

The Rapid City Building Board will hear an appeal from Denise Ross and David Larson concerning the denial of a request for revocation of the license for James Steele Construction. You or your representative should attend this public meeting.

The next regular scheduled meeting of the Rapid City Building Board is Tuesday, August 12, 2014 at 7:30 AM. The meeting is held in the Third Floor East Conference Room at the City/School Administration Center, 300 6th Street, Rapid City.

Please call me if you have any questions.

Sincerely,


Brad Solon
Division Manager
Building Services
300 6th St
Rapid City, SD 57701



EQUAL OPPORTUNITY EMPLOYER

LEGAL AND FINANCE COMMITTEE MINUTES
Rapid City, South Dakota

June 11, 2014

A Legal and Finance Committee meeting was held at the City/School Administration Center in Rapid City, South Dakota, on Wednesday, June 11, 2014, at 12:30 p.m.

A quorum was determined with the following members answering the roll call: Chad Lewis, Steve Laurenti, Charity Doyle, Jerry Wright, and Bonny Petersen. Absent: None.

(NOTE: For sake of continuity, the following minutes are not necessarily in chronological order. Also, all referenced documents are on file with the Master Agenda.)

COMMUNITY PLANNING & DEVELOPMENT SERVICES

- 8) No. LF061114-07 – Laurenti moved to acknowledged notification to City Council that Staff is Reviewing Chapter 15.04 of the RCMC Regarding the Process to Suspend and/or Revoke a Contractor's License and the Fee Associated with the Process and Bring Forward an Update and Appropriate Amendment for Council Consideration. Second by Petersen. City Attorney Joel Landeen said it is his personal opinion that there is a reason that a fee is in place and that there is a process to follow. This helps weed out complaints that are not legitimate. The process does need to be reviewed to make sure it is fair for everyone. However, this should not be done in haste. Motion carried. ***Place item on the Consent Calendar***

LEGAL AND FINANCE COMMITTEE MINUTES
Rapid City, South Dakota

May 28, 2014

A Legal and Finance Committee meeting was held at the City/School Administration Center in Rapid City, South Dakota, on Wednesday, May 28, 2014, at 12:30 p.m.

A quorum was determined with the following members answering the roll call: Chad Lewis, Steve Laurenti, Charity Doyle, Jerry Wright, and Bonny Petersen. Absent: None.

(NOTE: For sake of continuity, the following minutes are not necessarily in chronological order. Also, all referenced documents are on file with the Master Agenda.)

NON-CONSENT ITEMS

Vickey Fuss, owner of 1107 Kansas City Street and 703 1th Street, said she is requesting approval for the application of vinyl siding, replacement of doors with more historically accurate doors, repair of the architecturally significant pediments, repair/replacement of wood railing, and replacement of vents on these properties. Her goal is to make both buildings look exactly the same and for the appearance to be improved. She said the siding and the windows will only preserve the buildings. (LF052814-20)

SPECIAL ITEMS FROM THE PUBLIC

- 22) No. LF051414-17 – Rana Graham said she is questioning the professionalism of the Community Planning staff. She received and reviewed the report from the City Attorney's office and questioned several discrepancies she has with the report. She said the report is basically going after the contractor and stating that she and the contractor are responsible for sorting this out. She said she feels the City is liable and is not claiming responsibility for what they did in this matter. Wright said this is a complex issue. Doyle stated no one should have to go through this much work to get a resolution. There is a public expectation that when the City signs off on something, it has been done properly. She said she has concerns about the report itself. She believes the permitting process needs to be reviewed, and she questioned what the permitting fees are actually for. City Attorney Joel Landeen said the big question is how the City wants to proceed in the future with roofing permits. There is no easy fix. After further discussion, Doyle moved to take City Roofing Permit Process and Inspection Concerns by Rana Graham to the June 2, 2014, City Council meeting without recommendation. Second by Petersen. Motion carried.

LEGAL AND FINANCE COMMITTEE MINUTES
Rapid City, South Dakota

June 11, 2014

A Legal and Finance Committee meeting was held at the City/School Administration Center in Rapid City, South Dakota, on Wednesday, June 11, 2014, at 12:30 p.m.

A quorum was determined with the following members answering the roll call: Chad Lewis, Steve Laurenti, Charity Doyle, Jerry Wright, and Bonny Petersen. Absent: None.

(NOTE: For sake of continuity, the following minutes are not necessarily in chronological order. Also, all referenced documents are on file with the Master Agenda.)

- 9) No. LF061114-08 – Denise Ross came before the Committee and presented her experience regarding the process the City has adopted for appealing a decision to the Building Board of Appeals. She said she has never encountered a process that is as confounding as the City's process. She made some suggestions for improving the City's process. After discussion, Wright moved to acknowledge report by Denise Ross Regarding Process Following Determination by the Building Board of Appeals and moved to approve Request to Waive Fee for Appeal of Determination by Building Official at 3210 Kirkwood Drive. Second by Doyle. Motion carried with Laurenti voting "no."